

Proceedings
of the
County Board
of
McLean County,
Illinois

July 22, 2003

*Subject to approval at
August 19, 2003
County Board Meeting*



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July 22, 2003

The McLean County Board met on Tuesday, July 22, 2003 at 9:02 a.m. in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois with Chairman Michael Sweeney presiding.

Invocation was given by Member Owens and was followed by the Pledge of Allegiance.

The following Members answered to roll call:

Members Robert Nuckolls, Benjamin Owens, Bette Rackauskas, Tari Renner, Sonny Rodgers, Paul Segobiano, David Selzer, Matt Sorensen, Cathy Ahart, Duffy Bass, Sue Berglund, Diane Bostic, Rick Dean, George Gordon, Stan Hoselton, Adam Kinzinger, Duane Moss, and Michael Sweeney.

The following Members were absent:

Don Cavallini and Susie Johnson.

Consent Agenda:

Chairman Sweeney questioned if there were items any Member would like removed. Member Gordon asked that Item 6C2a be removed.

The amended Consent Agenda read as follows:

6. CONSENT AGENDA:

- A. Approval of the Proceedings of the County Board, June 17, 2003
- B. County Highway Department – Jack Mitchell, County Engineer
 - 1) Request Approval of Letting Results from June 26, 2003, Purchase of Equipment
 - 2) Request Approval of West Road District – 2003 Joint Culvert Petition
 - 3) Request Approval of Various Project Agreements and Schedule of Hourly Rates and Expenses with Lewis, Yockey & Brown, Inc. – Land Surveying Services Contract
 - 4) Request Approval of Project Agreements with Rice, Berry and Associates
 - a) Old Route 150 Bridge – Sec 03-00182-01-BR
 - b) Carlock/Danvers Road Bridges
 - Hodge Bridge - Sec 03-00148-03-BR
 - Kath Bridge – Sec 03-00148-03-BR
 - c) Carlock/Danvers Road – Sec 03-00148-02-AS
 - 5) Request Approval of IDOT Agreement for 80,000 pound TARP – Randolph Road – Sec 00-00181-00-FP
- C. Building & Zoning – Phil Dick, Director
 - 1) Zoning Cases:
 - a) Approve the application of Bellflower Township in case 03-40-S. They are requesting a special use to allow a Government Service Building in the R-1 Single Family Residence District and to waive the paved parking requirement on the parking area south of the proposed building. This is on property which is located in Bellflower Township immediately west of U.S. Highway 54 and approximately 220 feet north of North Street
 - b) Approve the application of Corn Belt Energy Corporation in case 03-41-S. They are requesting a special use to allow a Major Utility (Electrical Substation) in the Agriculture District on property which is located in Towanda Township immediately south of 1700 North Road and approximately 3/8 mile west of Towanda Barnes Road
 - c) Approve the application of Jon and Sarah Quinton in case 03-43-S. They are requesting a special use to allow an Animal Care Facility that will provide animal care, veterinary services, and boarding in the Agriculture District on property which is located in Funks Grove Township at 6001 E. 550 North Road, McLean, IL

- d) Approve the application of Chris Carlton and Peter Rankaitis in case 03-44-S. They are requesting a special use to allow a public stable and riding arena in the Agriculture District on property which is located in Money Creek Township at 21521 Clarksville Road, Lexington, IL.

2) Subdivision Cases:

- a) Approve the preliminary plan for the Franklin Heights Subdivision in case S-03-02. The property is located in Towanda Township immediately northwest of the intersection of Ft. Jesse Road and Towanda Barnes Road
- b) Approve the application of Corn Belt Energy Corporation for a waiver of preliminary plan requirements and a one lot final subdivision plat for the Corn Belt/Weber Subdivision in case S-03-07. The property is located in Towanda Township immediately south of 1700 North Road and approximately 3/8 mile west of Towanda Barnes Road

D. Transfer Ordinances

E. Other Resolutions, Contracts, Leases, Agreements, Motions

Executive Committee

- 1) Items to be presented for Action:
 - a) Request Authorization to Purchase Mobile Data Computers (MDC) for Sheriff's Department – Information Services

Justice Committee

- 1) Items to be presented for Action:
 - a) Request Approval of a Quotation for Purchase and Installation of Movable Shelving Units – Circuit Clerk

F. Chairman's Appointments with the Advice and Consent of the County Board:

- a) REAPPOINTMENTS:

McLean County Board of Health
Ms. Joanne Maitland
12401 North 750 East Road
Bloomington, IL 61704
Appointed to a Three-Year Term that
Expires on June 30, 2006

Ms. Corliss Tello
10140 Old Sawmill Road
Bloomington, IL 61704
Appointed to a Three-Year Term that
Expires on June 30, 2006

Board for Care & Treatment of Persons with
Developmental Disabilities (377 Board)

Ms. Joanne Maitland
12401 North 750 East Road
Bloomington, IL 61704
Appointed to a Three-Year Term that
Expires on June 30, 2006

T.B. Care and Treatment Board

Ms. Corliss Tello
10140 Old Sawmill Road
Bloomington, IL 61704
Appointed to a Three-Year Term that
Expires on June 30, 2006

APPOINTMENTS:

None

b)

RESIGNATIONS:

None

G. Approval of Resolutions of Congratulations and Commendation

RESOLUTION BY THE MCLEAN COUNTY BOARD
FOR APPROVAL OF EQUIPMENT BIDS

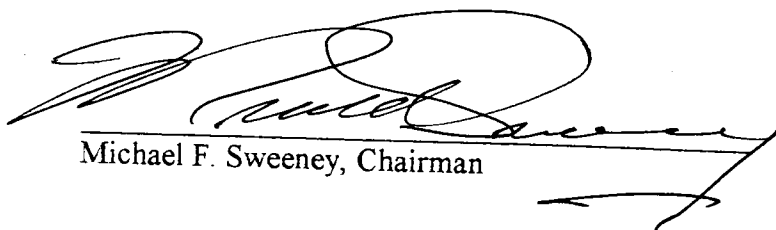
WHEREAS, the McLean County Board's 2003 Budget for the McLean County Highway Fund 0120, includes the purchase of three (3) 2003 Hydraulic Truck Mounted Wings, and

WHEREAS, Wissmiller & Evans, 102 Jeffrey St., Cooksville, Illinois, was the successful bidder at a letting held on June 26, 2003, now, therefore,

BE IT RESOLVED by the McLean County Board that the McLean County Highway Department purchase the following Hydraulic Wings from Wissmiller & Evans, Cooksville, Illinois:

3 - Hydraulic Truck Mounted Wings @ \$9,800.00 each = \$29,400.00

Approved by the County Board on July 22, 2003.

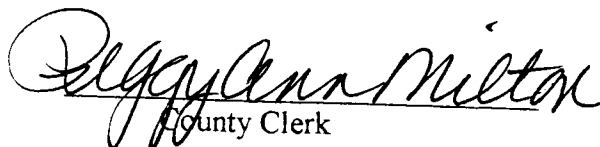

Michael F. Sweeney, Chairman

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN]

I, Peggy Ann Milton, County Clerk in and for said county in the State aforesaid and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of the resolution adopted by the McLean County Board at its monthly meeting held at Bloomington, Illinois on July 22, 2003.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois in said County this
22 day of July A.D. 2003.

[SEAL]


County Clerk

BRIDGE PETITION

West Road District
Section 2003 West Joint Culvert

TO: McLean County Board
% McLean County Clerk
104 W Front St - Rm 704
Bloomington, IL 61701

2003 West Joint Culvert Drainage Structure on 3150 East at 125 North in West Road District.

Ladies and Gentlemen:

West Road District, McLean County, Illinois requests that McLean County in accordance with the Illinois Highway Code, 605 ILCS 5/5-501, of the Illinois Compiled Statutes as amended; construct a drainage structure with approach fills located in the SE ¼ of the SW ¼ of Sec 5, T 21 N, R 5 E in West Township.

That of the funds appropriated at the November 2002 meeting of the McLean County Board, \$Two Thousand, Two Hundred Fifty Dollars (\$2,250.00) be used as the County's share of the cost of this structure.

West Road District certifies that they have levied the maximum on their Road and Bridge Funds the last two years.

West Road District further states that the County Engineer has made a survey of the water shed and has determined that the site of the new drainage structure shall be as mentioned above and has estimated that the cost of the new structure shall be \$Four Thousand, Five Hundred Dollars (\$4,500.00) and the present structure is inadequate.

West Road District further certifies that the cost of the new structure exceeds 0.02% of the assessed valuation of the Road District.

Respectfully submitted,

Michael Miller
Highway Commissioner

West Road District
6-12-03

Approved John E Mitchell
John E Mitchell, County Engineer, McLean County, IL

Approved Michael F Sweeney
Michael F Sweeney, Chairman McLean County Board

PROJECT AGREEMENT
Lewis, Yockey, & Brown Inc.
Consulting Engineers & Land Surveyors

Secured By DPB

CLIENT NAME	McLean County Highway Department	PHONE	663-9445
ADDRESS	RR 1, Box 85	FAX NUMBER	662-8038
	Bloomington, IL 61704		
AGENT FOR CLIENT	John E. Mitchell, County Engineer	PHONE	
ADDRESS		FAX NUMBER	

PROJECT TITLE	McLean County Highway Department Surveying Services Contract
SCOPE OF WORK	Provide Land Surveying Services as requested and directed by Client for land section corner monument preservation and restoration, right of way and easement acquisition, general boundary and topographic surveying, preparation of survey and easement plats and/or legal descriptions. Services to be provided on a project by project basis as may be authorized from time to time by Client.
ANTICIPATED COMPLETION DATE	

Fee Basis

*Current Schedule Attached
☒ Hourly Rates and Expenses in effect at time services are performed * \$ _____ not to exceed limit estimate
_____ Lump Sum \$ _____ including expenses _____ plus expenses
Other: _____
Invoices to be submitted: ☒ Monthly _____ Upon Completion _____ Other _____
Special Instruction/Information Invoicing to be based upon current schedule of hourly rates and expenses in effect at time work is ordered.

Services will be scheduled upon receipt of the signed Project Agreement. Please retain a copy of this Agreement for your records. By signing below, each of the parties confirm that they have read and understand the terms and conditions of this Agreement as set forth herein, on Page 1 and Page 2 and by signing hereby acknowledge and agree to all such terms and conditions.

ENGINEER		CLIENT	
Lewis, Yockey & Brown, Inc.		McLean County Highway Department	
BY:	DATE	BY:	DATE
David P. Brown	6/6/03	Michael F. Sweeney, Chmn, McLean Co. Bd.	
(Signature)		(Signature)	

Lewis, Yockey & Brown, Inc.
Consulting Engineers & Land Surveyors

505 North Main Street
Bloomington, Illinois 61701
Phone: (309) 829-2552
Fax: (309) 827-6861

222 East Center Street
LeRoy, Illinois 61752
Phone: (309) 962-8151
Fax: (309) 962-7503

155 South Elm Street
El Paso, Illinois 61738
Phone: (309) 527-2552
Fax: (309) 527-3230

SCHEDULE OF EMPLOYEE CLASSIFICATIONS AND
RATES FOR ENGINEERING AND LAND SURVEYING SERVICES

Effective January 1, 2003

EMPLOYEE CLASSIFICATIONS

HOURLY RATES

Principal	\$110.00
Project Manager	\$100.00
Project Engineer	\$ 90.00
Senior Design Engineer	\$ 80.00
Design Engineer	\$ 70.00
Registered Land Surveyor	\$ 90.00
Senior Engineering Technician	\$ 70.00
Engineering Technician	\$ 55.00
Clerical	\$ 40.00
Geologist	\$ 90.00
Resident Engineer	\$ 70.00
Surveyor	\$ 70.00
Party Chief	\$ 60.00
Instrument Man	\$ 50.00
Rodman	\$ 40.00

EXPENSES

Photo copies, 8-1/2 x 11	0.15/each
Photo copies, 11 x 17	0.20/each
Vellum	5.00/each
Plan and Profile Mylar	10.00/sheet
Drafting Mylar & X-section Mylar	10.00/sheet
Prints	3.00/sheet
Mylar Reproduction	15.00/each
Wood Stakes/Lath	0.75/unit
Iron Pins	3.00/each
Mileage	0.40/mile
CADD	10.00/hour

PRELIMINARY ENGINEERING SERVICES AGREEMENT

LOCAL AGENCY

County: McLean
Township:
Section: 03-00182-01-BR

CONSULTANT

Name: Rice, Berry and Associates
Address: 801 South Durkin Drive
City: Springfield
State: Illinois

THIS AGREEMENT is made and entered into this _____ day of _____, 2003 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION.

SECTION DESCRIPTION

Name C.H. 70 (old Rt. 150) Length 0.10 mile
Structure No. _____
Location SW 1/4, Sec 32, T24N, R2E, 3rd P.M., northwest edge of Bloomington
Description: Bridge replacement and approach work

DEFINITION

DEPARTMENT Illinois Department of Transportation

AGREEMENT PROVISIONS

THE ENGINEER AGREES

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement hereinbefore described:
 - a.(X) Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
 - b.(X) Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c.() Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d.() Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e.(X) Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and railroad crossing work agreements.
 - f.(X) Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g.(X) Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals, and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.

- h.(X) Furnish the LA with survey and drafts in quadruplicate of all necessary right of way dedications, construction easements, and borrow pit and channel change agreements including prints of the corresponding plats.
 - i.() Assist the LA in the tabulation and interpretation of the contractor's proposals.
 - j.(X) Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT'S Bureau of Local Roads and Streets.
 - k.(X) Prepare the Project Development Report when required by the DEPARTMENT.
- 2. That all reports, plans, plats, and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before finally accepted, be subject to approval by the LA and the said DEPARTMENT.
 - 3. To attend conferences at any reasonable time when required to do so by the LA or representatives of the DEPARTMENT.
 - 4. In the event plans are found to be in error during the construction of the SECTION and revisions of the plans are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
 - 5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this AGREEMENT will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
 - 6. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

THE LA AGREES

- 1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1b, 1e, 1f, 1g, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
 - a. () A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.

- b. (X) A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

<u>Awarded Cost</u>	<u>Percentage Fees</u>
Under \$50,000	10.00 (see note)
First 50,000	10.00%
Next 50,000	7.75%
Next 100,000	6.50%
Next 200,000	5.60%
Next 200,000	5.20%
Next 450,000	5.10%
Next 1,000,000	4.50%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for all services stipulated under paragraphs 1h, 1j, 1k of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services, the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1h, 1j and 1k. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

<u>Grade Classification of Employee</u>	<u>(2003B) Hourly Rate</u>
Principal	\$130.00
Engineer 9	128.00
Engineer 8	115.00
Engineer 7	101.00
Engineer 6	95.25
Engineer 5	83.50
Engineer 4	80.00
Engineer 3	74.00
Engineer 2	70.00
Engineer 1	63.50
Technician 7	82.50
Technician 6	74.00
Technician 5	65.50
Technician 4	57.25
Technician 3	51.00
Technician 2	45.50
Technician 1	40.75
Clerical 2	61.00
Clerical 1	42.75
Accountant	58.00

The hourly rate itemized above shall be effective the date the parties hereunto entering this AGREEMENT have affixed their hands and seals and shall remain in effect through the duration of the contract.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule.
 - a. Partial payments, not to exceed 90 percent of the amount earned, shall be made monthly as the work progresses.
 - b. Upon completion of the services required by paragraphs 1a through 1g under THE ENGINEERS AGREES, to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
 - c. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "b" above.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a thru 1k, and prior to the completion of such services, the LA shall reimburse the ENGINEER for labor expenses at the hourly rates set forth under paragraph 2 above for costs incurred up to the time he is notified in writing of such abandonment. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes at the hourly rates set forth under paragraph 2 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

IT IS MUTUALLY AGREED

1. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA, all drawings, plats, surveys, reports, permits, agreements, provisions, specifications, partial and completed estimates, and data with the understanding that all such material become the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with paragraph 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage, fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.


5. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques or procedures the Contractor elects to use to complete his work. Omitted services include, but are not limited to, shoring, scaffolding, underpinning, temporary retainment or excavations and any erection methods and temporary bracing.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in triplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

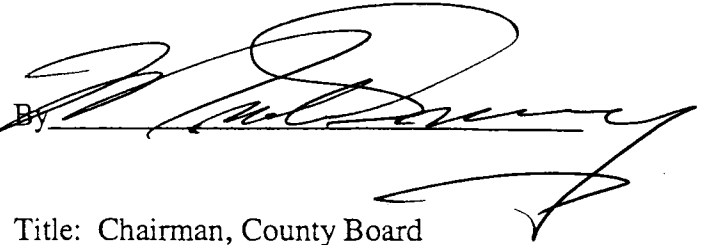
Executed by the LA:

McLean County of the State of Illinois, acting
by and through its County Board

ATTEST:

By 
County Clerk

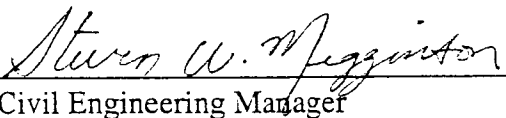
(SEAL)

By 
Title: Chairman, County Board

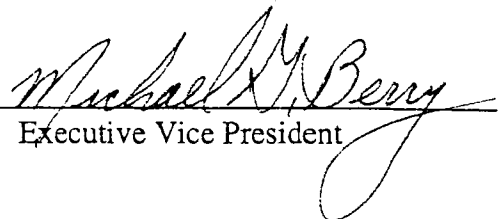
Executed by the ENGINEER:

Rice, Berry and Associates
801 South Durkin Drive
Springfield, Illinois 62704-1313

ATTEST:

By 
Civil Engineering Manager

(SEAL)

By 
Executive Vice President

HAMPTON, LENZINI AND RENWICK, INC.

SPECIAL PROVISION FOR EMPLOYMENT PRACTICES

In addition to all other labor requirements set forth in this proposal and in the "Standard Specifications for Road and Bridge Construction" adopted by the Illinois Department of Transportation, during the performance of this contract, Hampton, Lenzini and Renwick, Inc., its assignees and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

I. SELECTION OF LABOR

The Engineer shall comply with all Illinois statutes pertaining to the selection of labor.

II. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Engineer agrees as follows:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Engineer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Engineer in its efforts to comply with such Act and Rules and Regulations, the Engineer will promptly so notify the Illinois Department of Human Rights and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- E. That it will submit reports as required by the Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- G. That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such subconsultant. In the same manner as with other provisions of this contract, the Engineer will be liable for compliance with applicable provisions of this clause by all its subconsultants; and further it will promptly notify the contracting agency and the Illinois Department of Human Rights in the event any subconsultant fails or refuses to comply therewith. In addition, the Engineer will not utilize any subconsultant declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

STATE OF ILLINOIS
DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (Ill. Rev. Stat., ch. 127, par. 152.311). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

1. Publishing a statement:

- a. Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- b. Specifying the actions that will be taken against employees for violations of such prohibition.
- c. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (1) abide by the terms of the statement; and
 - (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

2. Establishing a drug free awareness program to inform employees about:

- a. the dangers of drug abuse in the workplace;
- b. the grantee's or contractor's policy of maintaining a drug free workplace;
- c. any available drug counseling, rehabilitation and employee assistance programs; and
- d. the penalties that may be imposed upon an employee for drug violations.

3. Providing a copy of the statement required by subparagraph 1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

4. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (2) of paragraph c of subsection 1 above from an employee or otherwise receiving actual notice of such conviction.

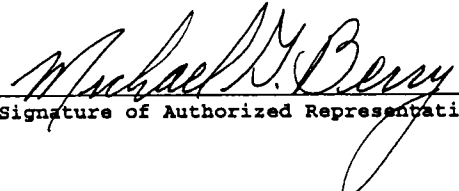
5. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.

6. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Rice, Berry and Associates
Div. of Hampton, Lenzini & Renwick, Inc.
Printed Name of Organization


Signature of Authorized Representative

Michael G. Berry, Executive Vice President
Printed Name and Title

36-2555986
Requisition/Contract/Grant
ID Number

6/27/03
Date

PRELIMINARY ENGINEERING SERVICES AGREEMENT

<u>LOCAL AGENCY</u>		<u>CONSULTANT</u>	
County:	McLean	Name:	Rice, Berry and Associates
Township:		Address:	801 South Durkin Drive
Section:	03-00148-03-BR 03-00148-05-BR	City:	Springfield
		State:	Illinois

THIS AGREEMENT is made and entered into this _____ day of _____, 2003 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION.

SECTION DESCRIPTION

Name _____ Length 0.10 mile
Existing 057-4010
Structure No. Existing 057-4006
Location NW 1/4, Sec 14, T24N, R1W, 3rd P.M., 1/4 miles north of Danvers
SW 1/4, Sec 36, T25N, R1W, 3rd P.M., 3 miles north of Danvers
Description: Bridge replacement

DEFINITION

DEPARTMENT Illinois Department of Transportation

AGREEMENT PROVISIONS

THE ENGINEER AGREES

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement hereinbefore described:
 - a.() Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
 - b.() Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c.() Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d.() Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e.(X) Prepare Army Corps of Engineers Permit, Division of Water Resources Permit, Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations and railroad crossing work agreements.
 - f.(X) Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g.(X) Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals, and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.

- h.(X) Furnish the LA with survey and drafts in quadruplicate of all necessary right of way dedications, construction easements, and borrow pit and channel change agreements including prints of the corresponding plats.
 - i.() Assist the LA in the tabulation and interpretation of the contractor's proposals.
 - j.() Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT'S Bureau of Local Roads and Streets.
 - k.() Prepare the Project Development Report when required by the DEPARTMENT.
- 2. That all reports, plans, plats, and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before finally accepted, be subject to approval by the LA and the said DEPARTMENT.
 - 3. To attend conferences at any reasonable time when required to do so by the LA or representatives of the DEPARTMENT.
 - 4. In the event plans are found to be in error during the construction of the SECTION and revisions of the plans are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
 - 5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this AGREEMENT will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
 - 6. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

THE LA AGREES

- 1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1e, 1f, 1g, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
 - a. () A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.

- b. (X) A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

<u>Awarded Cost</u>	<u>Percentage Fees</u>
Under \$100,000	8.25 (see note)
First 100,000	8.25%
Next 100,000	6.50%
Next 100,000	5.25%
Next 100,000	4.60%
Next 200,000	4.30%
Next 200,000	4.20%

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for all services stipulated under paragraphs 1h of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services, the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1h, 1j and 1k. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

<u>Grade Classification of Employee</u>	<u>(2003B) Hourly Rate</u>
Principal	\$130.00
Engineer 9	128.00
Engineer 8	115.00
Engineer 7	101.00
Engineer 6	95.25
Engineer 5	83.50
Engineer 4	80.00
Engineer 3	74.00
Engineer 2	70.00
Engineer 1	63.50
Technician 7	82.50
Technician 6	74.00
Technician 5	65.50
Technician 4	57.25
Technician 3	51.00
Technician 2	45.50
Technician 1	40.75
Clerical 2	61.00
Clerical 1	42.75
Accountant	58.00

The hourly rate itemized above shall be effective the date the parties hereunto entering this AGREEMENT have affixed their hands and seals and shall remain in effect through the duration of the contract.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule.
 - a. Partial payments, not to exceed 90 percent of the amount earned, shall be made monthly as the work progresses.
 - b. Upon completion of the services required by paragraphs 1e through 1g under THE ENGINEERS AGREES, to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
 - c. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "b" above.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a thru 1k, and prior to the completion of such services, the LA shall reimburse the ENGINEER for labor expenses at the hourly rates set forth under paragraph 2 above for costs incurred up to the time he is notified in writing of such abandonment. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes at the hourly rates set forth under paragraph 2 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

IT IS MUTUALLY AGREED

1. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA, all drawings, plats, surveys, reports, permits, agreements, provisions, specifications, partial and completed estimates, and data with the understanding that all such material become the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with paragraph 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage, fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.

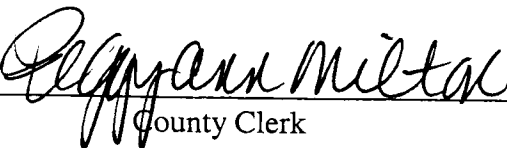
5. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques or procedures the Contractor elects to use to complete his work. Omitted services include, but are not limited to, shoring, scaffolding, underpinning, temporary retainment or excavations and any erection methods and temporary bracing.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in triplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

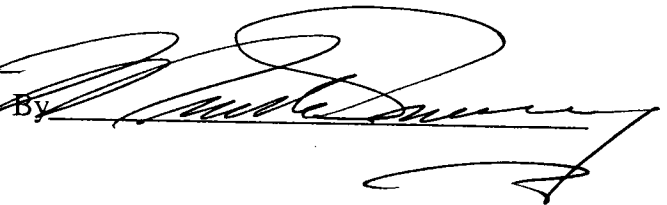
Executed by the LA:

McLean County of the State of Illinois, acting
by and through its County Board

ATTEST:

By 
County Clerk

(SEAL)

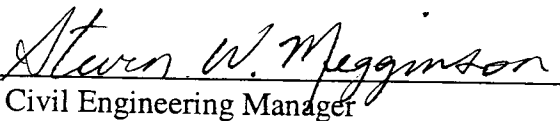
By 

Title: Chairman, County Board

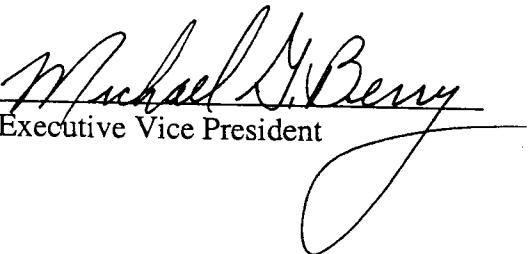
Executed by the ENGINEER:

Rice, Berry and Associates
801 South Durkin Drive
Springfield, Illinois 62704-1313

ATTEST:

By 
Civil Engineering Manager

(SEAL)

By 
Executive Vice President

HAMPTON, LENZINI AND RENWICK, INC.

SPECIAL PROVISION FOR EMPLOYMENT PRACTICES

In addition to all other labor requirements set forth in this proposal and in the "Standard Specifications for Road and Bridge Construction" adopted by the Illinois Department of Transportation, during the performance of this contract, Hampton, Lenzini and Renwick, Inc., its assignees and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

I. SELECTION OF LABOR

The Engineer shall comply with all Illinois statutes pertaining to the selection of labor.

II. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Engineer agrees as follows:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Engineer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Engineer in its efforts to comply with such Act and Rules and Regulations, the Engineer will promptly so notify the Illinois Department of Human Rights and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- E. That it will submit reports as required by the Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- G. That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such subconsultant. In the same manner as with other provisions of this contract, the Engineer will be liable for compliance with applicable provisions of this clause by all its subconsultants; and further it will promptly notify the contracting agency and the Illinois Department of Human Rights in the event any subconsultant fails or refuses to comply therewith. In addition, the Engineer will not utilize any subconsultant declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

STATE OF ILLINOIS
DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (Ill. Rev. Stat., ch. 127, par. 152.311). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

1. Publishing a statement:

- a. Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- b. Specifying the actions that will be taken against employees for violations of such prohibition.
- c. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (1) abide by the terms of the statement; and
 - (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

2. Establishing a drug free awareness program to inform employees about:

- a. the dangers of drug abuse in the workplace;
- b. the grantee's or contractor's policy of maintaining a drug free workplace;
- c. any available drug counseling, rehabilitation and employee assistance programs; and
- d. the penalties that may be imposed upon an employee for drug violations.

3. Providing a copy of the statement required by subparagraph 1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

4. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (2) of paragraph c of subsection 1 above from an employee or otherwise receiving actual notice of such conviction.

5. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.

6. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Rice, Berry and Associates
Div. of Hampton, Lenzini & Renwick, Inc.
Printed Name of Organization


Signature of Authorized Representative

Michael G. Berry, Executive Vice President
Printed Name and Title

36-2555986
Requisition/Contract/Grant
ID Number

6/27/03
Date

PRELIMINARY ENGINEERING SERVICES AGREEMENT

LOCAL AGENCY

County: McLean

Township:

Section: 03-00148-02-AS

CONSULTANT

Name: Rice, Berry and Associates

Address: 801 South Durkin Drive

City: Springfield

State: Illinois

THIS AGREEMENT is made and entered into this _____ day of

_____, 2003 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. MFT Funds will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

SECTION DESCRIPTION

Name CH 53 Length 5.25 miles

Termini From CH 18 in Danvers to I-74 interchange at Carlock

Description: Reconstruction of County Highway 53.

DEFINITION

DEPARTMENT Illinois Department of Transportation

AGREEMENT PROVISIONS

THE ENGINEER AGREES

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement hereinbefore described:
 - a.() Make such detailed surveys as are necessary for the preparation of detailed roadway plans.
 - b.() Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c.() Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d.() Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e.() Prepare Bridge waterway sketch and/or Channel Change sketch, Utility plan and locations.
 - f.() Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches. Perform scour analysis of proposed bridge.
 - g.(X) Make complete general and detailed plans, special provisions, and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
 - h.(X) Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT'S Bureau of Local Roads and Streets.
 - i.() Prepare the Project Development Report when required by the DEPARTMENT.

- j.(X) Furnish the LA with survey and drafts in quadruplicate of all necessary right of way dedications and construction easements including prints of the corresponding plats and staking the proposed right-of-way as required. Transverse the section corners and County's survey control points using GPS.
- k.() Assist the LA in the receipt and evaluation of proposals and the awarding of the construction contract.
2. That all reports, plans, plats, and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before finally accepted, be subject to approval by the LA and the said DEPARTMENT.
3. To attend conferences at any reasonable time when required to do so by the LA or representatives of the DEPARTMENT.
4. In the event plans are found to be in error during the construction of the SECTION and revisions of the plans are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this AGREEMENT will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
6. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.
7. That the upper limit of compensation for services required under paragraphs 1g, 1h, 2, 3, 5 and 6 above shall not exceed \$143,000.00.

THE LA AGREES

1. To pay for all services stipulated under paragraphs 1g and 1h of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services, the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement

deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

<u>Grade Classification of Employee</u>	<u>(2003B) Hourly Rate</u>
Principal	\$130.00
Engineer 9	128.00
Engineer 8	115.00
Engineer 7	101.00
Engineer 6	95.25
Engineer 5	83.55
Engineer 4	80.00
Engineer 3	74.00
Engineer 2	70.00
Engineer 1	63.50
Technician 7	82.50
Technician 6	74.00
Technician 5	65.50
Technician 4	57.25
Technician 3	51.00
Technician 2	45.50
Technician 1	40.75
Clerical 2	61.00
Clerical 1	42.75
Accountant	58.00

The hourly rate itemized above shall be effective through the duration of the contract.

2. To pay for the services stipulated in paragraph 1j at the hourly rates set forth in paragraph 1 above. The classification of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed, in accordance with the following schedule.
 - a. Partial payments, not to exceed 90 percent of the amount earned, shall be made monthly as the work progresses.
 - b. Upon completion of the services required by paragraphs 1g, 1h and 1j under THE ENGINEER AGREES, to the satisfaction of the LA and their approval by the DEPARTMENT, 100 percent of the total fee due for these services.
4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1g thru 1j, and prior to the completion of such services, the LA shall reimburse the ENGINEER for labor expenses at the hourly rates set forth under paragraph 1 above for costs incurred up to the time he is notified in writing of such abandonment. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
5. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes at the hourly rates set forth under paragraph 1 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and that the cost of these services shall be considered an addition to the not-to-exceed amount set forth in paragraph 7 of THE ENGINEER AGREES.
6. The LA agrees to furnish the Engineer with section corner and 1/4 corner locations and ties and title reports for the adjacent properties.

IT IS MUTUALLY AGREED

1. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA, all drawings, plats, surveys, reports, permits, agreements, provisions, specifications, partial and completed estimates, and data with the understanding that all such material become the property of the LA. The ENGINEER shall be paid for any services

completed and any services partially completed in accordance with paragraph 5 of THE LA AGREES.

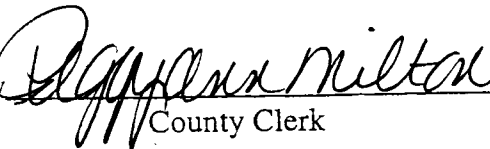
3. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage, fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.
4. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques or procedures the Contractor elects to use to complete his work. Omitted services include, but are not limited to, shoring, scaffolding, underpinning, temporary retainment or excavations and any erection methods and temporary bracing.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

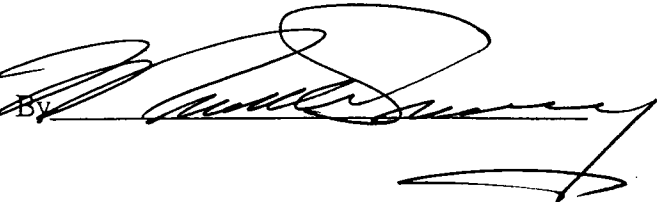
Executed by the LA:

McLean County of the State of Illinois, acting
by and through its County Board

ATTEST:

By 
County Clerk

(SEAL)

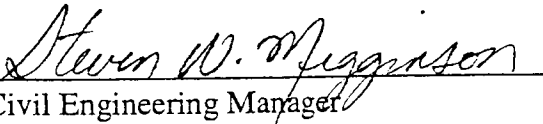
By 

Title: Chairman, County Board

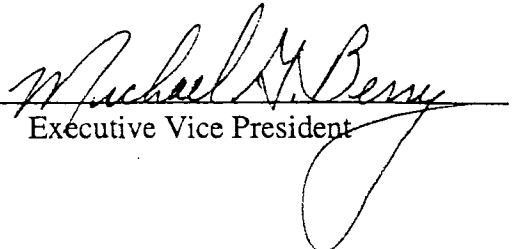
Executed by the ENGINEER:

Rice, Berry and Associates
801 South Durkin Drive
Springfield, Illinois 62704-1313

ATTEST:

By 
Civil Engineering Manager

(SEAL)

By 
Executive Vice President

HAMPTON, LENZINI AND RENWICK, INC.

SPECIAL PROVISION FOR EMPLOYMENT PRACTICES

In addition to all other labor requirements set forth in this proposal and in the "Standard Specifications for Road and Bridge Construction" adopted by the Illinois Department of Transportation, during the performance of this contract, Hampton, Lenzini and Renwick, Inc., its assignees and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

I. SELECTION OF LABOR

The Engineer shall comply with all Illinois statutes pertaining to the selection of labor.

II. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Engineer agrees as follows:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Engineer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Engineer in its efforts to comply with such Act and Rules and Regulations, the Engineer will promptly so notify the Illinois Department of Human Rights and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- E. That it will submit reports as required by the Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- G. That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such subconsultant. In the same manner as with other provisions of this contract, the Engineer will be liable for compliance with applicable provisions of this clause by all its subconsultants; and further it will promptly notify the contracting agency and the Illinois Department of Human Rights in the event any subconsultant fails or refuses to comply therewith. In addition, the Engineer will not utilize any subconsultant declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

STATE OF ILLINOIS
DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (Ill. Rev. Stat., ch. 127, par. 152.311). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

1. Publishing a statement:

- a. Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- b. Specifying the actions that will be taken against employees for violations of such prohibition.
- c. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (1) abide by the terms of the statement; and
 - (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

2. Establishing a drug free awareness program to inform employees about:

- a. the dangers of drug abuse in the workplace;
 - b. the grantee's or contractor's policy of maintaining a drug free workplace;
 - c. any available drug counseling, rehabilitation and employee assistance programs; and
 - d. the penalties that may be imposed upon an employee for drug violations.
3. Providing a copy of the statement required by subparagraph 1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
4. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (2) of paragraph c of subsection 1 above from an employee or otherwise receiving actual notice of such conviction.
5. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.
6. Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Rice, Berry and Associates
Div. of Hampton, Lenzini & Renwick, Inc.
Printed Name of Organization

Steven W. Megginson
Signature of Authorized Representative

Steven W. Megginson, Civil Engineering Manager
Printed Name and Title

36-2555986
Requisition/Contract/Grant
ID Number

6-24-03
Date

80,000 POUND TRUCK ACCESS ROUTE PROGRAM

AGREEMENT

This AGREEMENT is entered into by and between the State of Illinois, acting through its Department of Transportation, hereinafter referred to as the STATE, and the County of McLean, of the State of Illinois, hereinafter referred to as the "LOCAL AGENCY".

WITNESSETH

WHEREAS, the parties hereto, in order to provide locally designated truck routes capable of sustaining increased load limits of 80,000 pounds, are desirous of improving 2.02 miles of County Highway 36 (FAS 1480), Randolph Road from New Route 51 to the Kickapoo Bridge. Said improvement is to be identified as Section 00-00181-00-FP and STATE Job Number C-93-176-03 for construction and construction engineering, hereinafter referred to as the PROJECT.

WHEREAS, County Highway 36 will be widened and resurfaced from New Route 51 to Old Route 51 and from 1650 East Road to the Kickapoo Bridge and will be built New from Old Route 51 to 1650 East Road. The entire project mainline will be resurfaced with bituminous concrete 22' wide providing a two-way, two-lane highway system. The West intersection with New Route 51 and the East and West intersection with Old Route 51 will be widened to accommodate design vehicle turning movement including curb and gutter construction.

WHEREAS, the parties hereto are desirous of said PROJECT in that the same will be of immediate benefit to the residents of the LOCAL AGENCY and permanent in nature; and

WHEREAS, the STATE and LOCAL AGENCY wish to avail themselves of certain funds made available by the 80,000 Pound Truck Access Route Program for this PROJECT.

THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. It is mutually agreed the PROJECT will be processed, let and constructed in accordance with Motor Fuel Tax (MFT) standards, policies, and procedures.
2. The LOCAL AGENCY will certify to the STATE that all necessary right-of-way has been obtained (if right-of-way is required) or that no additional right-of-way is required prior to the LOCAL AGENCY advertising for bids for the PROJECT.
3. The PROJECT will be let and awarded by the LOCAL AGENCY upon approval of the plans and specifications by the STATE.
4. The LOCAL AGENCY agrees to retain jurisdiction and to maintain or cause to be maintained in a manner satisfactory to the STATE, the completed PROJECT.
5. The LOCAL AGENCY agrees to pass an ordinance / resolution clearly defining the limits of the proposed 80,000 pound truck route along with identifying the class of truck route. A copy of said ordinance / resolution is attached hereto and made a part hereof. Such truck route shall be properly signed in accordance with the Illinois Manual on Uniform Traffic Control Devices. Cost of the signing to be included in the estimated cost of the PROJECT.
6. The parties hereto agree the LOCAL AGENCY'S ESTIMATE for this PROJECT is \$1,000,000.00 which includes three intersections and 4.04 lane miles of roadway improvement that are eligible for funding under the Truck Access Route Program. Based on the Engineer's Estimate, it is mutually agreed that the STATE'S share of the PROJECT cost under the Truck Access Route Program shall be a lump sum amount of \$166,200.00 not to exceed 50% of the final construction cost, whichever is the lesser, payable upon completion of the PROJECT and receipt of a request for payment from the LOCAL AGENCY.
7. The LOCAL AGENCY agrees to maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to

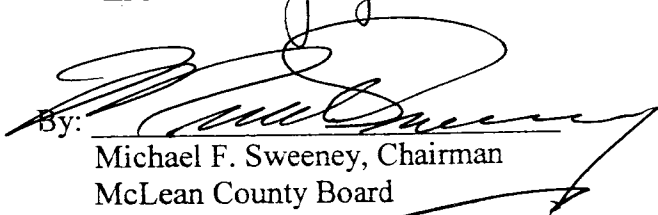
verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the Department; and the LOCAL AGENCY agrees to cooperate fully with any audit conducted by the Auditor General and the Department; and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by the section shall establish a presumption in favor of the STATE for the recovery of any funds paid by the STATE under contract of which adequate books, records and supporting documentation are not available to support their purported disbursement.

8. Obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
9. The LOCAL AGENCY shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE Program or the requirements of 49 CFR part 26. The LOCAL AGENCY shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LOCAL AGENCY’S DBE Program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and / or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT – approved LOCAL AGENCY DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE’S USDOT approved Disadvantaged Business Enterprise Program.

10. This AGREEMENT and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within three years from execution of this agreement.
11. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.
12. This AGREEMENT shall be binding upon and inure to the benefits of the parties hereto, their successors and assigns.

FOR THE COUNTY
OF MCLEAN

This 22nd day of July, 20 03.

By: 
Michael F. Sweeney, Chairman
McLean County Board

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

This ____ day of _____, 20 ____.

By: _____
Director of Highways

By: _____
Secretary

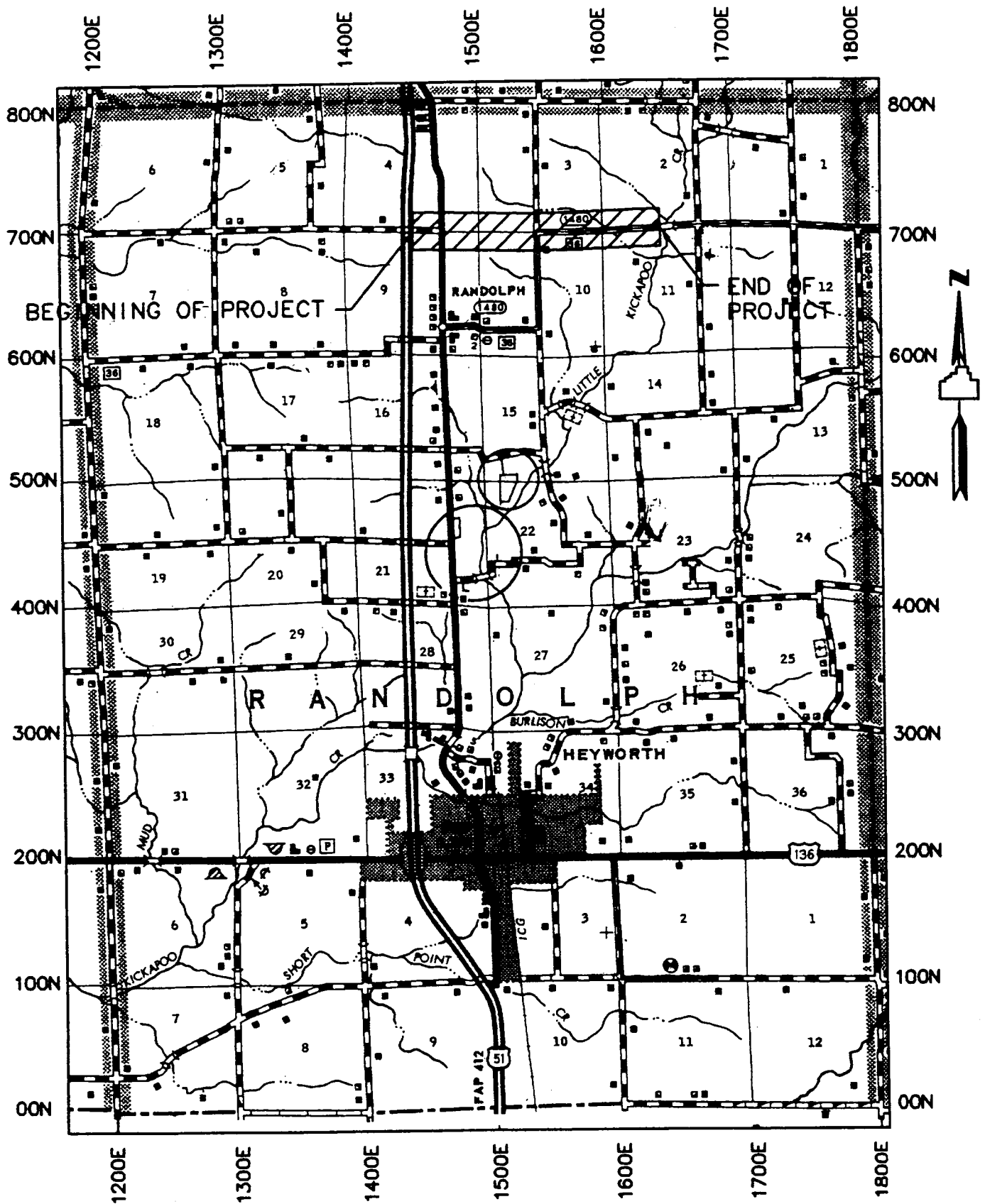
By: _____
Director – Finance & Administration

By: _____
Chief Council

M:/Randolph/Randolph Road/80,000 pound agreement per IDOT

LOCATION MAP

McLEAN COUNTY SEC. # 00-00181-00-FP
STATE OF ILLINOIS JOB # C-93-176-03



FINDINGS OF FACT AND RECOMMENDATION
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Bellflower Township, in case 03-40-S. They are requesting a special use to allow a Government Service Building in the R-1 Single Family Residence District and to waive the paved parking requirement on the parking area south of the proposed building. This is on property which is part of Section 21, Township 22N, Range 6E of the 3rd Principal Meridian; and is located in Bellflower Township immediately west of U.S. Highway 54 and approximately 220 feet north of North Street.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on July 1, 2003 in Room 700, Law and Justice Center, 104 West Front Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT - The 8 acre property is currently used for crop production. This property is relatively flat and drains to the north and east. The property has 820 feet of frontage on the west side of U.S. Highway 54, an asphalt road 24 feet in width.

SURROUNDING ZONING AND LAND USE - The land is in the R-1 Single Family Residence District. The land to the east and west is also in the R-1 District. The land to the north is in the Agriculture District. The land to the south is in the Bellflower corporate limits. The land across the railroad tracks to the north and west is used for crop production. The land to the east is also used for crop production. A single family dwelling is located to the south.

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards contained in the McLean County Zoning Ordinance regarding the recommendation by the Zoning Board of Appeals as to whether the County Board should grant or deny the proposed special use.

STANDARDS FOR RECOMMENDING:

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant is proposing to build a government service building that will serve the citizens of Bellflower Township. The new building will provide a meeting room, office and will be used to store and repair township road district equipment. The property will also be used for outdoor storage of equipment and road materials that will be used to maintain the township roads. The applicant agrees to pave the area to the east of the building that includes two handicapped parking spaces. The applicant is requesting to waive the paved parking requirements on the remaining parking areas located to the south of the building.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The property to the west, north and east that is currently used for crop production will continue to be desirable for such use. The proposed government service building will likely enhance property values in the area.
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. Nearby land that is

suitable for crop production will continue to be suitable for such use. Nearby land that is suitable for residential use will continue to be suitable for such use.

4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The site will be served by a private well and septic system approved by the County Health Department. The property has 820 feet of frontage on the west side of U.S. Highway 54.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe sight distance can be obtained at the proposed entrance. District 3 Operations Engineer at the Illinois Department of Transportation (IDOT) has indicated that the proposed entrance is feasible in concept. However, a permit from IDOT is required prior to any work on the right-of-way.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the R-1 Single Family Residence District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the R-1 Single Family Residence District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance, provided an entrance permit is obtained from IDOT and provided the two handicapped spaces and parking area to the east of the building are paved.

Therefore this Board recommends that a special use be granted on the property described above to allow a Government Service Building in the R-1 Single Family Residence District and to waive the paved parking requirement on the parking area south of the proposed building, provided an entrance permit is obtained from IDOT and provided the two handicapped spaces and parking area to the east of the building are paved and that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations; construction is to begin within one year.

ROLL CALL VOTE UNANIMOUS - The roll call vote was seven members for the motion to recommend approval, no members opposed and no members absent.

Respectfully submitted this 1st day of July 2003, McLean County Zoning Board of Appeals

(Sally Rudolph)
Chair

Sally Rudolph, Chair
Tony Wheat
Joe Elble
Jim Finnigan
David Kinsella
Jerry Hoffman
Michael Kuritz

FINDINGS OF FACT AND RECOMMENDATION
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Corn Belt Energy Corporation in case 03-41-S. They are requesting a special use to allow a Major Utility (Electrical Substation) in the Agriculture District on property which is part of Section 19, Township 24N Range 3E in the 3rd P.M. and is located in Towanda Township immediately south of 1700 North Road and approximately 3/8 mile west of Towanda Barnes Road.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on July 1, 2003 in Room 700, Law and Justice Center, 104 West Front Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT - The 3 acre property is currently used for crop production. This property is relatively flat and drains to the south and west. The property has 402 feet of frontage on the south side of 1700 North Road, an oil and chip road 18 feet in width.

SURROUNDING ZONING AND LAND USE - The property is surrounded by land in the A-Agriculture District. The land to the north, south and west is used for crop production. The land to the east has a telecommunications tower on it and is also used as crop production.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 124 out of 125 points. The site assessment score was 109 out of 175 points. The total LESA score was 233 points out of 300. A score of 225 points and above means the property is of high value for agricultural land protection.

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards contained in the McLean County Zoning Ordinance regarding the recommendation by the Zoning Board of Appeals as to whether the County Board should grant or deny the proposed special use.

STANDARDS FOR RECOMMENDING:

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant is proposing to build an electrical substation in an area that is close to the new Normal Community High School and East View Christian Church. The urban growth of Bloomington and Normal continues to consume valuable agricultural land; and this electrical substation will provided the needed power to develop the area. The property is adjacent to a telecommunications tower.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The property to the north, south, and west that is currently used for crop production will continue to be desirable for such use.

3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The proposed electrical substation will be built adjacent to a telecommunications tower and properties that are used for crop production. Nearby land that is suitable for crop production will continue to be suitable for such use.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The property has 402 feet of frontage on the south side of 1700 North Road.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe sight distance can be provided at the two proposed entrances. The applicant has obtained a plat access certificate from the Towanda Township Road Commissioner.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance.

Therefore this Board recommends that a special use be granted on the property described above to allow the construction of a Major Utility (Electrical Substation) in the Agriculture District, that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans, specifications and with zoning regulations; and construction is to begin within one year.

ROLL CALL VOTE UNANIMOUS - The roll call vote was seven members for the motion to recommend approval, no members opposed and no members absent.

Respectfully submitted this 1st day of July 2003, McLean County Zoning Board of Appeals

(Sally Rudolph)
Chair

Sally Rudolph, Chair
Tony Wheat
Joe Elble
Jim Finnigan
David Kinsella
Jerry Hoffman
Michael Kuritz

FINDINGS OF FACT AND RECOMMENDATION
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Jon and Sarah Quinton, in case 03-43-S. They are requesting a special use to allow an Animal Care (General) – facility that will provide animal care, veterinary services, and boarding in the Agriculture District on property which is part of Sec. 18, Township 22 North, Range 1E of the 3rd Principal Meridian; and is located in Funks Grove Township at 6001 E. 550 North Road, McLean, IL.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on July 1, 2003 in Room 700, Law and Justice Center, 104 West Front Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT - The 65 acre property is currently used for crop production and pasture. This property is relatively flat and drains to the south. The property has 1,954 feet of frontage on the south side of 550 North Road, an oil and chip road 15 feet in width.

SURROUNDING ZONING AND LAND USE - The land is surrounded by land in the Agriculture Zoning District. The land to the north and west is in crop production. The land to the south is wooded. The land to the east is used in part for crop production, in part for a single family dwelling and in part is wooded.

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards contained in the McLean County Zoning Ordinance regarding the recommendation by the Zoning Board of Appeals as to whether the County Board should grant or deny the proposed special use.

STANDARDS FOR RECOMMENDING:

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant is a practicing veterinarian and provides services to the Central Illinois farming community. The applicant works primarily on large farm animals but also treats dogs and cats. The applicant does most of his work out of a mobile veterinary unit at the customer's location.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The area of the property used for a clinic is surrounded by land in crop production. The proposed Animal Care (General) facility will not impact property values in the area.
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The proposed Animal Care (General) facility will be located on a 65 acre tract that is currently in crop production and pasture. Nearby land that is suitable for crop production will continue to be suitable for such use.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The building will be served by a private well and septic system that has already been approved by the County Health Department.

5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe sight distance can be provided at the existing entrance. The Funks Grove Township Road Commissioner has indicated that the existing entrance is adequate for the proposed use.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.**

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance.

Therefore this Board recommends that a special use be granted on the property described above to allow an Animal Care (General) facility that will provide animal care, veterinary services, and boarding in the Agriculture District and that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations.

ROLL CALL VOTE UNANIMOUS - The roll call vote was seven members for the motion to recommend approval, no members opposed and no members absent.

Respectfully submitted this 1st day of July 2003, McLean County Zoning Board of Appeals

(Sally Rudolph)
Chair

Sally Rudolph, Chair
Tony Wheet
Joe Elble
Jim Finnigan
David Kinsella
Jerry Hoffman
Michael Kuritz

FINDINGS OF FACT AND RECOMMENDATION
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Chris Carlton and Peter Rankaitis, in case 03-44-S. They are requesting a special use to allow a public stable and riding arena in the Agriculture District; on property which is part of Section 3, Township 25 North, Range 3E of the 3rd Principal Meridian; and is located in Money Creek Township at 21521 Clarksville Road, Lexington, IL.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on July 1, 2003 in Room 700, Law and Justice Center, 104 West Front Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT - The 5 acre property is currently used as a single family residence with a pasture for horses. This property is relatively flat and drains to the south. The property has 310 feet of frontage on the south side of Clarksville Road, an oil and chip road 18 feet in width.

SURROUNDING ZONING AND LAND USE - The land is surrounded by land in the Agriculture Zoning District. The land to the north and west is in pasture. A residence is located to the south. The land to the east is used in part for crop production and in part as pasture.

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards contained in the McLean County Zoning Ordinance regarding the recommendation by the Zoning Board of Appeals as to whether the County Board should grant or deny the proposed special use.

STANDARDS FOR RECOMMENDING:

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicants are proposing to build a stable that will be used to help individuals experiencing behavior problems, emotional problems, and self esteem issues. The buildings will serve as the site of a non-profit social service agency, Family Connections, Inc. Family Connections offers youth, couples, family, and group counseling services. The applicants claim that eighty percent of the work will be done on the ground and not in the saddle. In addition to the therapy sessions with horses, the applicants will provide therapy sessions with dogs. The applicants are requesting a maximum of four horses and six dogs on this five acre parcel.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met, provided there is a maximum of four horses on this property. The proposed indoor riding arena is a reasonable distance from the public road, 82 feet from centerline of the road, but the 2½ acre pasture on the property is not large enough to maintain more than four horses.
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The proposed stable and riding arena will be located on a 5 acre tract that is adjacent to a property with a single family residence, land in crop production and land that is in pasture. Nearby land that is suitable for crop production will continue to be suitable for such use.

4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The proposed barn will be served by private well and septic system approved by the County Health Department. A handicap accessible restroom will be provided. The applicants will need to obtain approval from the County Health Department for the septic system for the proposed building. The applicants propose a new entrance to Clarksville Road for this use. Paved parking along the north side of the building will be provided as well as one paved handicap parking space.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe sight distance can be provided for at the proposed entrance. The applicant will need to obtain an entrance permit from the Money Creek Township Road Commissioner.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met. The Agriculture District is intended to provide for the location and govern the establishment and operation of land uses which are compatible with agriculture and are of such a nature that their location away from residential, commercial, and industrial areas is most desirable. This location meets this criterion. A public stable is allowed as a special use in the Agriculture District only. It is prohibited in all other zoning districts.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.**

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance, provided the County Health Department approves the septic system, an entrance permit is obtained from the Money Creek Township Road Commissioner, no more than four horse stalls are provided and nor more than four horses are maintained on the property.

Therefore this Board recommends that a special use be granted on the property described above to allow a public stable and riding arena in the Agriculture District with the above described stipulations and that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations.

ROLL CALL VOTE UNANIMOUS - The roll call vote was seven members for the motion to recommend approval, no members opposed and no members absent.

Respectfully submitted this 1st day of July 2003, McLean County Zoning Board of Appeals

(Sally Rudolph)
Chair

Sally Rudolph, Chair
Tony Wheet
Joe Elble
Jim Finnigan
David Kinsella
Jerry Hoffman
Michael Kuritz

ORDINANCE OF APPROVAL
OF FINAL PLAT
Corn Belt/Weber Subdivision, File S-03-07

WHEREAS, Corn Belt Energy Corporation has requested a waiver from preliminary plan requirements and has filed an application for approval of a final plat for the Corn Belt/Weber Subdivision, file number S-03-07, and has executed all agreements and documents required by the land subdivision regulations of McLean County; and

WHEREAS, Corn Belt Energy Corporation has subdivided this property into one lot in order to build an electrical substation as requested in zoning case 03-41-S; and

WHEREAS, staff recommends that a preliminary plan is unnecessary for the proposed subdivision; and

WHEREAS, the Land Use and Development Committee of the McLean County Board has reviewed said waiver and final plat and finds that they meet the said subdivision regulations; and

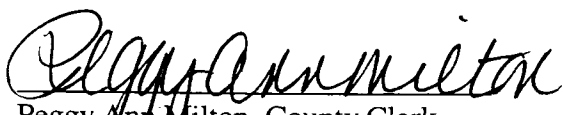
WHEREAS, the Land Use and Development Committee is recommending that the County Board of McLean County, Illinois approve said waiver and final plat for the said subdivision; now, therefore,

BE IT ORDAINED that the said waiver and final plat for the aforesaid Corn Belt/Weber Subdivision be and hereby are approved.

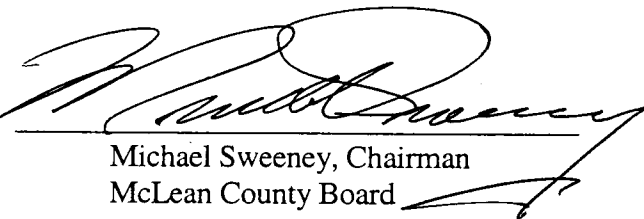
Adopted by the County Board of McLean County, Illinois this 22nd day of July, 2003

ATTEST:

APPROVED:



Peggy Ann Milton, County Clerk
McLean County, Illinois



Michael Sweeney, Chairman
McLean County Board

McLean County Department of Building and Zoning

SUBDIVISION STAFF REPORT
LAND USE AND DEVELOPMENT COMMITTEE

CASE NUMBER S-03-07

1. REFERENCE

- a. Meeting date: July 10, 2003
- b. Subdividers' names: Corn Belt Energy Corporation
- c. Subdivision name: Corn Belt/Weber Subdivision

2. LOCATION AND, LAND USE AND REQUEST:

- a. Property location: Immediately south of 1700 North Road and approximately 3/8 mile west of Towanda Barnes Road
- b. Township: Towanda Township
- c. Parcel Numbers: Part of 15-19-200-006
- d. Existing zoning: A-Agriculture District
- e. Applicant request: A waiver of preliminary plan requirements and a one lot final subdivision plat for the Corn Belt/Weber Subdivision
- f. Existing land use: Crop production

3. DIMENSIONS & REVIEW:

- a. Size of Parcel: Three acres in area
- b. County Health Department: Recommends approval of the proposed subdivision plat
- c. County Highway Department: Is still reviewing the waiver of preliminary plan requirement and approval of the final plat – a plat access certificate will need to be signed by the Towanda Township Road Commissioner before this plat can be recorded; he has verbally approved the proposed plat

The applicant proposes to build an electric substation on this property. The proposed use of the property is concurrently going through a special use approval process with the County Board as a public utility in the Agriculture District in case 03-41-S. The Zoning Board of Appeals conducted a public hearing in this case on July 1, 2003 and is recommending that the County Board approve this use.

This property is less than ¼ mile east of the new Unit 5 High School. The Town of Normal is also reviewing this subdivision since it is within 1½ miles of their boundary. Staff recommends that the waiver of preliminary plan requirements and Corn Belt/Weber Subdivision fulfills the requirements of the Subdivision Ordinance.

Respectfully submitted,



Philip Dick, AICP, Director

APPROPRIATION TRANSFER ORDINANCE
AMENDING THE MCLEAN COUNTY FISCAL YEAR 2003
COMBINED ANNUAL APPROPRIATION AND BUDGET ORDINANCE

WHEREAS, THE FOLLOWING TRANSFERS OF APPROPRIATED MONIES HAVE BEEN REVIEWED AND APPROVED BY THE APPROPRIATE COMMITTEE, AND

WHEREAS, SUCH TRANSFERS DO NOT AFFECT THE TOTAL AMOUNT APPROPRIATED IN ANY FUND, AND

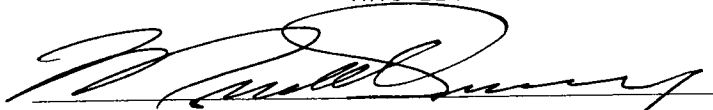
WHEREAS, IT IS DEEMED DESIRABLE THAT THE FOLLOWING TRANSFERS ARE HEREBY AUTHORIZED AND APPROVED, NOW, THEREFORE,

BE IT ORDAINED BY THE County Board Of McLean County, Illinois THAT THE FOLLOWING TRANSFERS BE MADE AND THAT THE COUNTY CLERK PROVIDE THE COUNTY AUDITOR AND TREASURER WITH CERTIFIED COPIES OF THIS ORDINANCE.

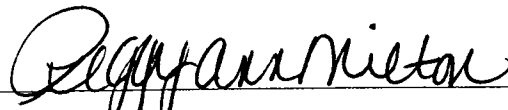
DEBIT: FROM	ACCOUNT TITLE	AMOUNT	CREDIT: TO	ACCOUNT TITLE	AMOUNT
<hr style="border-top: 1px dashed black;"/>					
Executive Committee					
	FUND 0001 DEPARTMENT 0043 INFORMATION SERVICES				
	PGM 0047 DATA PROCESSING				
0795 0003 TELEPHONE SERVICE		10,000.00			
0706 0001 CONTRACT SERVICES		80,000.00			
				0718 0001 SCHOOLING & CONFERENCES	10,000.00-
				0750 0004 SOFTWARE LICENSE AGREE	80,000.00-
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		90,000.00			90,000.00-
		=====			=====

ADOPTED BY THE County Board Of McLean County, Illinois

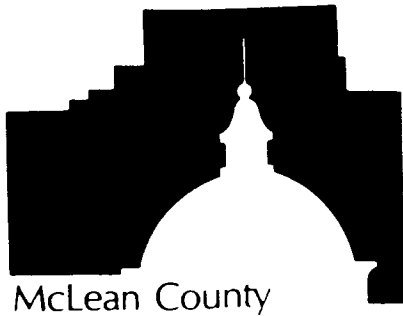
THIS 22ND DAY OF JULY , 2003



CHAIRMAN, MCLEAN COUNTY BOARD

ATTEST: 

COUNTY CLERK, MCLEAN COUNTY



OFFICE OF THE ADMINISTRATOR

(309) 888-5110 FAX (309) 888-5111

104 W. Front, Room 701

P.O. Box 2400

Bloomington, Illinois 61702-2400

July 16, 2003

To the Honorable Chairman and Members of the McLean County Board:

Your EXECUTIVE COMMITTEE herewith respectfully recommends approval of the request received from the Director of Information Service to purchase fifteen (15) mobile data computers under the State of Illinois Central Management Services bid award contract for the Sheriff's Department. Pursuant to the adopted County Purchasing and Contract Ordinance, the County Board may purchase items through the State of Illinois Central Management Services Purchasing System without requesting formal quotations and/or competitive bids.

Funding for the purchase of the mobile data computers for the Sheriff's Department has been appropriated in the fiscal year 2003 adopted budget of the Information Services Department

Respectfully submitted,

The EXECUTIVE COMMITTEE of the McLean County Board

**INFORMATION SERVICES**

(309) 888-5100 FAX (309) 888-5209

104 W. Front, Room 702, P.O.Box 2400

Bloomington, Illinois 61702-2400

Request for Approval To Mobile Data Computers Under State Bid Contract

July 9, 2003

To the Honorable Members of the McLean County Executive Committee:

I respectfully request permission to purchase 15 mobile data computers under the Illinois State Bid contract. The 15 computers are part of the approved budget under the Lease/Purchasing line for Information Services in fiscal year 2003.

The specific machine for this contract is a Panasonic CF-28STJGZDM 1Ghz Toughbook Laptop, with 512 MB Ram, 30GB hard drive, touchscreen, floppy drive, a rubber backlit keyboard, Windows 2000 and retro-fit docking piece as these replace the CF-27s currently in service.

The cost is as follows:

Item	Model	Qty	Unit Price	Extended Total
Panasonic CF-28	CF-28 STJGZDM	15	\$3687	\$55,305
Backlist keyboard	CF-WMKB281	15	\$ 245	\$ 3,675
Memory Upgrade	CF-WMBA91256	15	\$ 59	\$ 885
Retro fit kit	RFK	15	\$ 50	\$ 750
Total				\$60,615

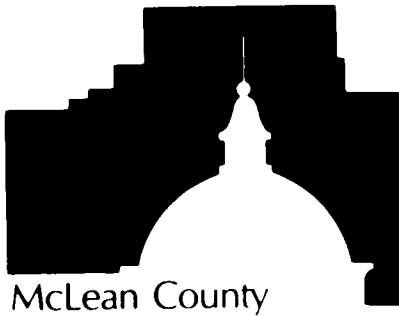
These mobile computers replace those in use in the Sheriff's department. The current laptops are at the end of their life, and no longer supported under warranty. Nor do the laptops being replaced any longer meet the minimal requirements for Motorola SCA-mobile data software.

County purchasing policy states (Chapter 17.58-1) "If, in the opinion of the department head and/or County Administrator and with the approval of the appropriate Board Oversight Committee, it is advantageous to McLean County to purchase items through the State of Illinois Purchasing System, as provided in Chapter 127 of the Illinois Revised Statutes, the department head shall not be required to request quotations for items with a cost of \$1000 or more or to request competitive bids for items with a cost of more than \$10,000".

I welcome any questions or comments you may have.

Respectfully submitted,

Craig Nelson
Director, Information Services



OFFICE OF THE ADMINISTRATOR

(309) 888-5110 FAX (309) 888-5111

104 W. Front, Room 701

P.O. Box 2400

Bloomington, Illinois 61702-2400

July 16, 2003

To the Honorable Chairman and Members of the McLean County Board:

Your JUSTICE COMMITTEE herewith respectfully recommends approval of the request received from the McLean County Circuit Clerk to purchase one Montel Mobile Shelving System from Retrieval Business Systems, Milan, Illinois. The Montel Mobile Shelving System utilizes a design that allows the Circuit Clerk's existing shelving to be used on the mobile carriage, regardless of the brand of shelving.

Funding for the purchase of the Montel Mobile Shelving System has been appropriated in the fiscal year 2003 adopted budget of the Circuit Clerk's Court Document Storage Fund.

Respectfully submitted,

The JUSTICE COMMITTEE of the McLean County Board



Quotation for Purchase

425 West 4th Street • P.O. Box 1097 • Milan, IL 61264 • (309) 787-1024 • Fax (309) 787-7131

Quotation To:
Sandra Parker
McLean County Circuit Clerk
Attn: Phylis Nelson

1446

05/06/03

PHONE: (309) 888-5340
FAX:
TERMS: Net 30
F.O.B.: Destination

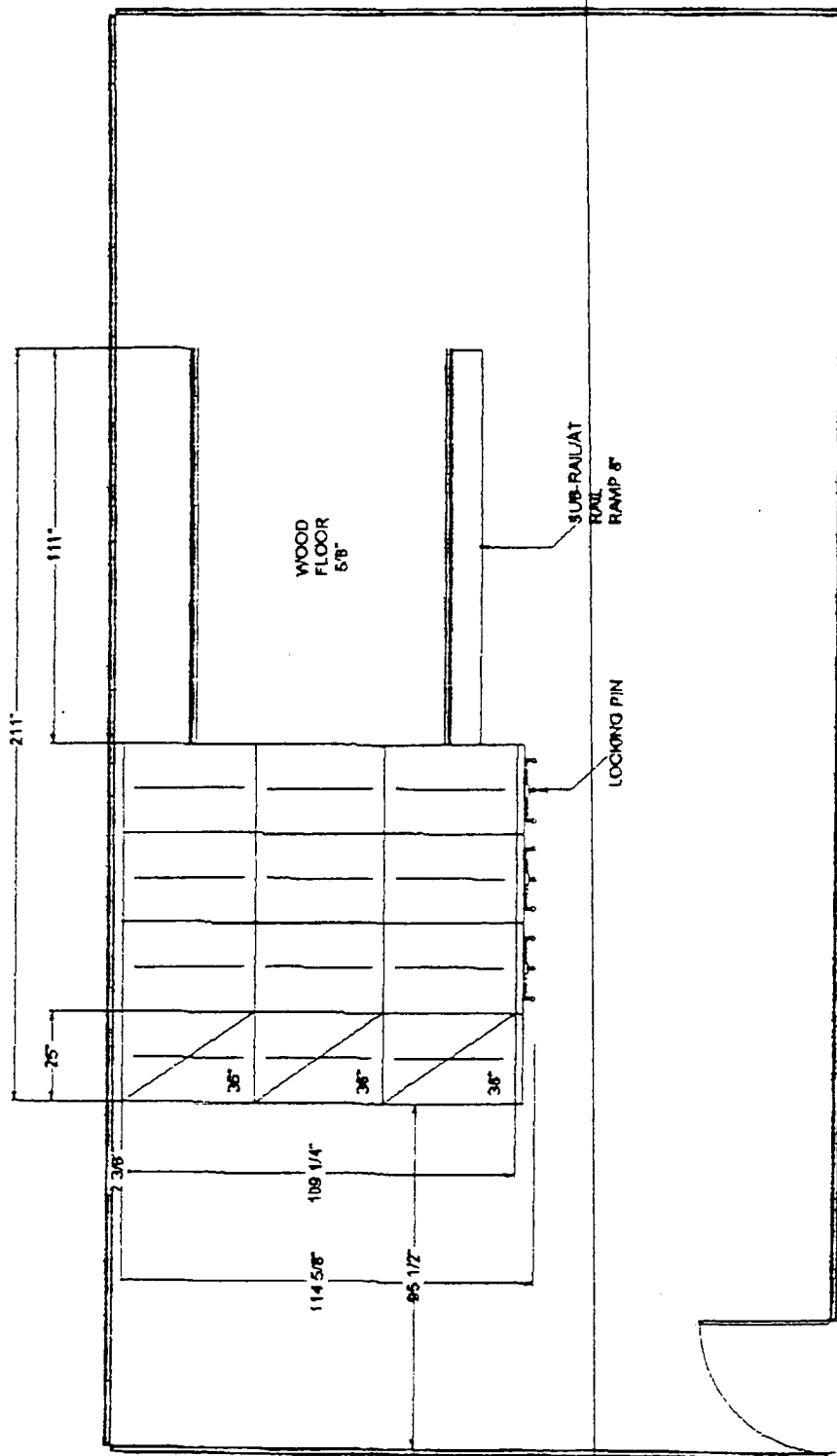
1	Montel Mobile Filing System - Quote Includes: 3 - Mechanical Assisted Mobile Carriages with existing shelving 1 - Fixed range of new shelving 9 foot double faced Leveled and grouted anti-tip rail and track Painted steel end panels Three spoke articulating handles Standard painted steel ramp 5/8" wood decking system 1 - File move Floor Tile - Sand Drift Painted Parts - Artic White	9,947.000	9,947.00
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\$ 9,947.00

Ordered By:

X _____ Date

Retrieval Business Systems, Inc.
(800) 447-0523



GENERAL VIEW
VERIFY DIMENSION ON SITE

- LEGEND**
- ☒ SINGLE FACE FIXED ON FLOOR
 - ☒ DOUBLE FACE FIXED ON FLOOR
 - ☒ FIXED SINGLE FACE BRELING
 - ☒ FIXED DOUBLE FACE BRELING
 - ☒ NOMIE SINGLE FACE BRELING
 - ☒ NOMIE DOUBLE FACE BRELING
 - ☒ SWAY BRACE
 - ☒ HANDLE FOR MECHANICAL SYSTEM

This drawing contains proprietary and confidential information. Duplication, reproduction or use of this document or its contents in any form other than as expressly permitted by Montel Inc. is strictly prohibited.

McLean County Circuit Clerk		BID# : RBS00273		B A0
		1-800-800-0233 1-800-800-0233		1-800-800-0233 1-800-800-0233
1-800-800-0233 1-800-800-0233		1-800-800-0233 1-800-800-0233		1-800-800-0233 1-800-800-0233
1-800-800-0233 1-800-800-0233		1-800-800-0233 1-800-800-0233		1-800-800-0233 1-800-800-0233

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR APPOINTMENT OF JOANNE MAITLAND
AS A MEMBER OF THE
McLEAN COUNTY BOARD OF HEALTH

WHEREAS, due to the expiration of term on June 30, 2003 of Joanne Maitland, as a member of the McLean County Board of Health, it is advisable to consider a reappointment to this position; and,

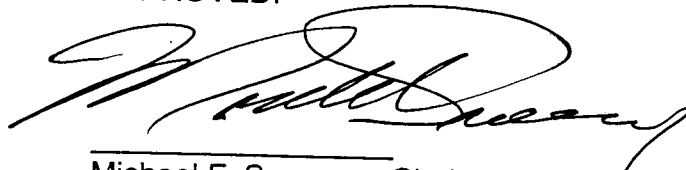
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Public Act 86-962 and Illinois Compiled Statutes, Chapter 55, Sec. 5/5 25012 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment Joanne Maitland, as a member of the McLean County Board of Health for a term of three years to expire on June 30, 2006 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to Joanne Maitland and the McLean County Health Department.


Adopted by the County Board of McLean County, Illinois, this 22nd day of July, 2003.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR APPOINTMENT OF CORLISS TELLO
AS A MEMBER OF THE
McLEAN COUNTY BOARD OF HEALTH

WHEREAS, due to the expiration of term on June 30, 2003 of Corliss Tello, as a member of the McLean County Board of Health, it is advisable to consider a reappointment to this position; and,

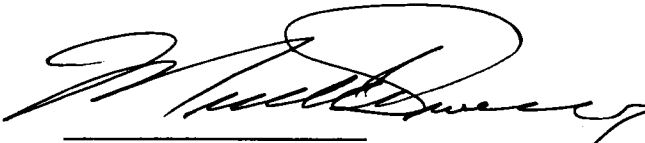
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Public Act 86-962 and Illinois Compiled Statutes, Chapter 55, Sec. 5/5 25012 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment Corliss Tello, as a member of the McLean County Board of Health for a term of three years to expire on June 30, 2006 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to Corliss Tello and the McLean County Health Department.

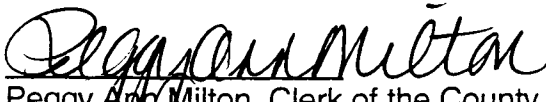
Adopted by the County Board of McLean County, Illinois, this 22nd day of July, 2003.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR APPOINTMENT OF JOANNE MAITLAND
AS A MEMBER OF THE
McLEAN COUNTY BOARD FOR CARE AND TREATMENT
OF PERSONS WITH DEVELOPMENTAL DISABILITIES

WHEREAS, due to the expiration of term on June 30, 2003 of Joanne Maitland, the McLean County Board for Care and Treatment of Persons with Developmental Disabilities, it is advisable to consider a reappointment to this position; and,

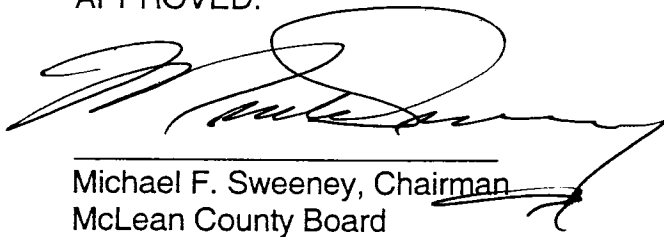
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 55, Sec. 5/105-5 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Joanne Maitland as a member of the McLean County Board for Care and Treatment of Persons with Developmental Disabilities for a term of three years to expire on June 30, 2006 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Joanne Maitland and the McLean County Health Department.

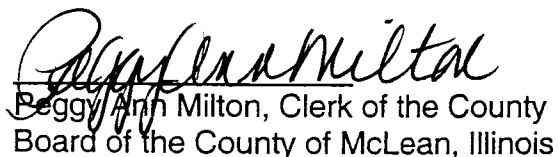
Adopted by the County Board of McLean County, Illinois, this 22nd day of July, 2003.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR APPOINTMENT OF CORLISS TELLO
AS A MEMBER OF THE
T. B. CARE AND TREATMENT BOARD

WHEREAS, due to the expiration of term on June 30, 2003 of Corliss Tello a member of the T. B. Care and Treatment Board, it is advisable to consider a reappointment to this position; and,

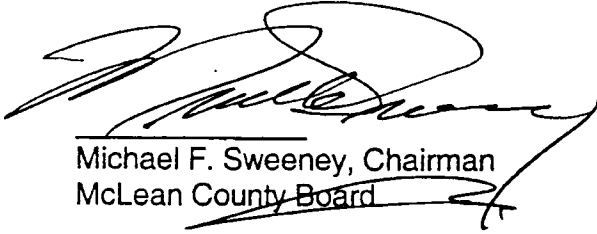
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 70, Sec. 920/3 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Corliss Tello a member of the T. B. Care and Treatment Board for a term of three years to expire on June 30, 2006 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to Corliss Tello and the McLean County Health Department.


Adopted by the County Board of McLean County, Illinois, this 22nd day of July, 2003.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

Members Renner/Bostic moved the County Board approve the Consent Agenda as amended. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

EXECUTIVE COMMITTEE: Member Sorensen, Vice-Chairman, presented the following:
--

INTERGOVERNMENTAL AGREEMENT
BETWEEN
McLEAN COUNTY, ILLINOIS and PEORIA COUNTY, ILLINOIS
TO EXCHANGE SOFTWARE CREATED BY THEIR EMPLOYEES

WHEREAS, McLean County is a body politic and pursuant to Article VII, Section 10, of the Illinois Constitution is permitted to enter into Intergovernmental Agreements to obtain or share services with Peoria County; and

WHEREAS, Peoria County is a body politic and pursuant to Article VII, Section 10, of the Illinois Constitution is permitted to enter into Intergovernmental Agreements to obtain or share services with McLean County; and

WHEREAS, McLean County and Peoria County deem it to be in the best interests of the citizens of McLean County and the citizens of Peoria County to enter into an Intergovernmental Agreement which sets forth the cooperative efforts and understandings for exchanging McLean County's Economic Interest Program for Peoria County's election-related Crystal Reports; now, therefore

IT IS HEREBY AGREED AS FOLLOWS:

McLean County:

1. Shall provide to Peoria County application software source code and executable code authored by employees of McLean County which assists the County Clerk in his/her management of information related to the Economic Interests Program (EIP).
2. Will provide a basic description to Peoria County as to the intended use and nature of the program.
3. Will provide information as to what development tools and platforms were used in the creation of the program.

4. Hereby disclaims with respect to all services, software products, updates or other versions provided hereunder, all express and implied warranties, including any implied warranties of merchantability, title or warranties of fitness of for a particular purpose.
5. Will be responsible for any modifications, adaptations or applications of the election programs provided by Peoria County needed in order for the programs to suit the purposes and uses of McLean County.
6. Will be responsible for any modifications, adaptations or applications of the election reports due to the installation of any other software or hardware upgrades.
7. Shall be responsible for any of McLean County's licensing costs associated either directly or indirectly with the use of the election programs.
8. Agrees that neither the executable code nor source code shall be released to any other person or entity. McLean County will not sell, transfer, publish, disclose, display or otherwise make available the software or copies thereof to any other County or party other than its own affiliates or employees and shall store the source code in a location not available to the general public.
9. Agrees that acceptance of the election programs does not constitute a belief or obligation upon the part of McLean County that any of these programs are designed to meet the statutory or legal reporting obligations of McLean County.
10. Agrees that no liability will be attributed to Peoria County or any of its agents, employees, board members or contractors should the election programs not meet the anticipated needs of McLean County.
11. Agrees that no liability will be attributed to Peoria County or any of its agents, employees, board members or contractors for any damages sustained by McLean County as a result of the implementation, storage or possession of the election programs.

12. Agrees that the election programs are provided 'as is' and that Peoria County has no obligation to alter, fix or upgrade the delivered software in order to meet the needs of McLean County.
13. Acknowledges that Peoria County has no obligation to provide updates, fixes, patches or repairs for reports or programs supplied to McLean County.
14. Shall keep confidential any proprietary, business, trade secret, copyright, patent or other such information of the County of Peoria, or of any of its vendors, suppliers or agencies which it learns as the result of this agreement.

Peoria County:

1. Shall provide to McLean County application software source code and executable code authored by employees of Peoria County which assists the County Clerk in his/her management of elections.
2. Will provide a basic description as to the intended use and nature of the program.
3. Will provide information as to what development tools and platforms were used in the creation of the program.
4. The County of Peoria hereby disclaims with respect to all services, software products, updates or other versions provided hereunder, all express and implied warranties, including any implied warranties of merchantability, title or warranties of fitness for a particular purpose.
5. Will be responsible for any modifications, adaptations or applications of the EIP provided by McLean County needed in order for the programs to suit the purposes and uses of Peoria County.
6. Will be responsible for any modifications, adaptations or applications of the EIP due to the installation of any other software or hardware upgrades.

7. Shall be responsible for any of Peoria County's licensing costs associated either directly or indirectly with the use of the EIP.
8. Agrees that neither the executable code nor source code shall be released to any other person or entity. Peoria County will not sell, transfer, publish, disclose, display or otherwise make available the software or copies thereof to any other County or party other than its own affiliates or employees and shall store the source code in a location not available to the general public.
9. Agrees that acceptance of the EIP does not constitute a belief or obligation upon the part of Peoria County that any of these programs are designed to meet the statutory or legal reporting obligations of Peoria County.
10. Agrees that no liability will be attributed to McLean County or any of its agents, employees, board members or contractors should the EIP not meet the anticipated needs of Peoria County.
11. Agrees that no liability will be attributed to McLean County or any of its agents, employees, board members or contractors for any damages sustained by Peoria County as a result of the implementation, storage or possession of the EIP.
12. Agrees that the EIP is provided 'as is' and that McLean County has no obligation to alter, fix or upgrade the delivered software in order to meet the needs of Peoria County.
13. Acknowledges that McLean County has no obligation to provide updates, fixes, patches or repairs for reports or programs supplied to Peoria County.
14. Shall keep confidential any proprietary, business, trade secret, copyright, patent or other such information of the County of McLean, or of any of its vendors, suppliers or agencies which it learns as the result of this agreement.

Peoria County and McLean County agree that:

1. This Intergovernmental Agreement shall be binding upon both parties until and unless amended by agreement of the parties, provided, however, that either County may unilaterally terminate this Agreement without cause with 30 days notice. Either party may terminate this agreement without notice upon a breach of a material term of this agreement.
2. This Intergovernmental Agreement is subject to the approval of the McLean County Board and Peoria County Board before it becomes effective.
3. Neither party may assign its obligations under this contract without the express written consent of the other party.
4. This agreement is not exclusive to Peoria County and that the County of McLean may sell or exchange the EIP and related codes to other parties.
5. This agreement is not exclusive to McLean County and that the County of Peoria may sell or exchange the election programs and related codes to other parties.
6. This Intergovernmental Agreement is severable, and the validity or unenforceability of any provision of the Agreement, or any part hereof, shall not render the remainder of this Agreement invalid or unenforceable.
7. This Intergovernmental Agreement shall continue in full force and effect commencing upon the date the last party to this Agreement has signed until such time as it may be amended or revised by the same action that caused its adoption, or terminated as provided above.

8. Under no circumstances whatsoever shall the County of McLean be liable to Peoria County for any special, consequential, indirect, circumstantial or incidental damages of any kind. In no event whatsoever shall the County of McLean's liability to Peoria County for any reason exceed in the aggregate the mutually agreed to compensation for the software provided under this agreement.
9. Under no circumstances whatsoever shall the County of Peoria be liable to McLean County for any special, consequential, indirect, circumstantial or incidental damages of any kind. In no event whatsoever shall the County of Peoria's liability to McLean County for any reason exceed in the aggregate the mutually agreed to compensation for the software provided under this agreement.

Peoria County and McLean County hereto agree that the foregoing constitutes all of the Agreement and in witness whereof, the parties have affixed their respective signatures and certifications on the dates indicated below.

For Peoria County:

For McLean County:

David Williams, Chairman
Peoria County Board

Michael Sweeney, Chairman
McLean County Board

ATTEST:

ATTEST:

Jo An Thomas
Clerk of the Peoria County Board
Peoria County, Illinois

Peggy Ann Milton,
Clerk of the McLean County Board
McLean County, Illinois



INFORMATION SERVICES

(309) 888-5100 FAX (309) 888-5209

104 W. Front, Room 702, P.O.Box 2400

Bloomington, Illinois 61702-2400

**Request Approval of Intergovernmental Agreement
with Peoria County
for the Exchange of Election Reports & Economic Interests Program**

July 9, 2003

To the Honorable Members of the Executive Committee:

Information Services requests approval to share with Peoria County source and application code which has been developed by the McLean County Information Services department. In exchange, McLean County will receive from Peoria County a number of Crystal Reports written by their staff.

This agreement has been reviewed by the Civil State's Attorney of McLean County as well as legal counsel for Peoria County and meets with both offices' approval.

It is our hope that both Counties may realize cost-savings by sharing the expense of development and effort.

I'll be happy to answer any questions you may have.

Respectfully submitted,

Craig Nelson
Director, Information Services.

Members Sorensen/Renner moved the County Board approve a Request for Approval of an Intergovernmental Agreement for Exchange of Election Reports and Economic Interests Software Programs with Peoria County - Information Services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Vice-Chairman, presented the following:

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, made and entered into on _____, 2003 by and between St. Clair County, in the State of Illinois, and McLean County, in the State of Illinois. There may be addenda to this Memorandum of Understanding, but they are separate from this Memorandum of Understanding and not in effect until and unless appended to this Memorandum of Understanding by the appropriate action and acceptance by both St. Clair County and McLean County.

WHEREAS, St. Clair County is receiving Interoperability Communications Equipment Grant funds, and

WHEREAS, McLean County desires to participate in receiving federal grant money for interoperability, and

WHEREAS, St. Clair County is the primary recipient of the federal grant money for interoperability, and

WHEREAS, McLean County will be the sub-recipient of the federal grant money for interoperability, and;

THEREFORE, the parties hereby enter into a Memorandum of Understanding in which St. Clair County will be the primary recipient of the federal grant money and McLean County will be the sub-recipient of the federal grant money.

Section 1 LOCAL MATCH

- A. McLean County agrees to provide a twenty-five percent (25%) non-federal cost-share in cash or in-kind contributions consistent with program requirements for its pro-rata share of the grant money received under this program.

Section 2 CONDITIONS

- A. St. Clair County will distribute the grant money to McLean County according to the grant requirements and the interoperability plan promulgated by the Illinois Office of Homeland Security.
- B. Both counties agree distribution of the grant money will be on a per capita basis.
- C. McLean County, as sub-recipient, agrees to abide by all grant requirements and the interoperability development plan promulgated by the Illinois Office of Homeland Security, and acknowledges and accepts its responsibilities as sub-recipient for financial and administrative management of its pro-rata portion of the grant, -including but not limited to:

1. Grant Monitoring/Oversight

- a. General: The Grantee has primary responsibility for managing grant-related activities and is accountable for expenditure of funds in compliance with 44 CFR part 13. The grantee is responsible for assuring that all programs and administrative requirements are met.
- b. Period of Performance: All costs must be incurred within the performance period. Funds not liquidated by the Grantee within 90 days from the expiration date of the grant award will be deobligated and returned to EP&R. (If costs are incurred within the Grant period, they may not be deobligated unless the Grantee has been notified in writing.)

2. Audit Requirements

- a. Single Audit Act requirements set forth in 44 CFR 13.26 apply to all grant assistance provided under this part. It is the responsibility of the Grantee to comply with the Audit requirement.

3. Document Retention

- a. In compliance with State law and procedures and with 44 CFR 13.42, Grantees are required to retain records, including source documentation to support expenditures/costs incurred against the grant award, for three years from the date of submission of the final Financial Status Report to EP&R. The Grantee is responsible for resolving questioned costs that may result from grant funding audited during the three-year record retention period and for returning any disallowed cost funding from ineligible activities.

4. Reporting Requirements

- a. In compliance with 44 CFR 13.40 and 13.41, the Grantee is required to submit quarterly reports to EP&R within the timeframe listed under the Grant Award Agreement. The following reports are required:
 1. Federal Cash Transaction Report: If the Federal Health and Human Service Agency (HHS) Payment Management System (SMARTLINK) is used for advanced or reimbursement payments, the Grantee is required to submit a copy of Federal Cash Transaction Report (HHS/PMS 272) to EP&R when it is submitted to HHS.
 2. Financial Status Report: The Grantee is required to report expenditures on a FF 20-10, Financial Status Report, within 30 days from the end of each quarter. Report submission dates are: January 30, April 30, July 30, and October 30.
 3. Performance Report: The performance reports will provide a comparison of actual accomplishments to the approved project objectives. Where the output of the project can be quantified, that information shall be provided. The

performance report must include measurable reporting information. Reports should include information such as status updates tracked against projected milestones and schedules; data related to increased users, usage and/or coverage resulting from the new equipment; and any major derivations from the project plan. There is no required report format. Grantees may also include a narrative description of the grant activities. Reports are required within 30 days from the end of each quarter. Report submission dates are January 30, April 30, July 30, and October 30.

4. Final Reports: Final financial and performance reports are required 90 days after the close of the grant, per 44 CFR 13.50. Grantees will also be required to submit a final evaluation of the demonstration project. EP&R and COPS will provide grantees with a template for the final evaluation.

5. Closeout Reports

- a. EP&R and the COPS Office will notify the grantee 60 days prior to the expiration date of the grant when final documents are due. In compliance with the applicable sections of the Code of Federal Regulations, the following documents are due 90 days after the grant expires:
 1. Final Performance or Progress Report: A summary of projects approved and completed with the Grant Award with final costs identified for each project.

2. Final Financial Status Report (SF 269/269A or FEMA Form 20-10): Report of final expenditures from the grantee's accounting system. The final Financial Status Report must include the cost-share (local match) required by the Grant Award.
 3. Final Payment: Process of final payment withdrawal from the HHS Payment Management System (SMARTLINK) or PAPRS/LOCES for COPS grantees.
 4. Grant Purchased Equipment Inventory: Provide a list of equipment purchased with Grant Award funds that have a current per-unit fair market value of \$5,000 or more.
- D. McLean County agrees to share pre-authorized expenses on a per capita basis with St. Clair County in complying with all the grant requirements as stated above, including, but not limited to:
1. **Monitoring**
 2. **Audit Requirements**
 3. **Record Retention**
 4. **Reporting Requirements**
 5. **Closeout Reports**
- E. McLean County agrees to share pre-authorized expenses with St. Clair County associated with writing or developing the grant application on a per capita basis.

Section 3 GENERAL

No revision of this Memorandum of Understanding, including any attachments hereto, shall be valid unless made in writing and signed by an authorized official of McLean County and an authorized agent of St. Clair County. This Memorandum of Understanding constitutes the entire agreement of the parties and shall supersede all prior offers, negotiations and agreements. If any provision of this Memorandum of Understanding or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Memorandum of Understanding shall not be affected thereby. This Memorandum of Understanding is exclusively for the benefit of the parties hereto and shall, under no circumstances, be deemed to benefit any other party whatsoever. This Memorandum of Understanding shall be construed in accordance with and governed by the laws of the State of Illinois.

This Memorandum of Understanding is to be executed by the following duly authorized representatives.

St. Clair County

McLean County

By: _____

By: _____
Michael F. Sweeney

Title: _____

Title: Chairman, McLean County Board

Date: _____

Date: July 22, 2003



OFFICE OF THE ADMINISTRATOR

(309) 888-5110 FAX (309) 888-5111

104 W. Front, Room 701

P.O. Box 2400

Bloomington, Illinois 61702-2400

July 17, 2003

Memo to: The Honorable Chairman and Members of the Executive Committee

From: John M. Zeunik, County Administrator
Terry Lindberg, Assistant County Administrator

Re: Interoperable Emergency Radio Grant Proposal

McLean County has been designated by Governor Blagojevich to be a sub-recipient of St. Clair County as the designated Illinois county authorized to submit a grant application to the Emergency Preparedness and Response Directorate of the U.S. Department of Homeland Security for financial assistance to acquire an interoperable multi-jurisdictional emergency radio system.

This is a logical next step to follow the efforts of the McLean County Board to address emergency radio needs. On May 19, 2003, the Board approved the Report and Recommendation of the "Ad Hoc" Committee: Emergency Communication and Dispatch to join the statewide Motorola StarCom21 digital trunked 800 MHz public safety radio network.

Several federal agencies have joined resources to make approximately \$50 million available nationwide for interoperable emergency radio systems. Program guidelines allow each state to designate a local agency to apply for the funds. McLean County is fortunate to be designated to participate with St. Clair County submit an application.

Based on the 2000 Census population for each County, the maximum grant amount of \$6.0 million would be allocated on a "pro rata" basis, with \$3.8 million designated for St. Clair County and \$2.2 million earmarked for McLean County. The grant guidelines require a 25% local match, which means McLean County's application must identify a local match of \$733,334.00.

Working with the Sheriff's Department, the Town of Normal, MetCom, and Emergency Telephone Systems Board (the "ETSB"), staff has prepared a grant proposal consisting of an equipment budget, program narrative and activity calendar for the grant

The Honorable Chairman and Members of the Executive Committee
July 16, 2003
Page Two

application. The financial proposal budgets \$2,933,334.00 to acquire portable, mobile, repeater and base station radios for 32 public safety agencies throughout McLean County, as well as nine (9) console stations, an all frequency interoperable device to allow users with different frequency systems to communicate with each other on a relatively easy basis, and 750 dual band pagers to improve interoperability for rural fire/rescue agencies.

We have asked the ETSB to provide the local matching funds for this grant proposal. The local match would be used to the purchase the MetCom consoles (\$556,616.00), the all frequency Interoperable Device (\$102,628.00), and a portion of the 750 dual frequency pager devices which would be acquired for rural fire and rescue agencies (\$74,090.00). By applying the local match to the purchase of these items, the benefit accrues to all agencies and all emergency disciplines on a fair and equitable basis.

We have also worked with St. Clair County officials to develop the enclosed Memorandum of Understanding which spells out how the grant funds will be shared, and specifies that both counties will abide by the applicable state and federal requirements for the grant.

This opportunity would not have been possible without the support and cooperation of many individuals. In Speaker Hastert's office, Chief of Staff Mike Stoke identified this grant opportunity and supported McLean County's application to be designated as the Illinois County to receive grant funds. State Representative Dan Brady led the efforts of our local legislative delegation to work with key legislators and state officials on our behalf. McLean County Democratic Party Chairman John Penn made numerous contacts with the Governor's Office and other key State officials on our behalf. Many of the local mayors from large and small municipalities throughout the County wrote letters of support.

We respectfully request your approval of the Memorandum of Understanding. If you have any questions or would like additional background information, please contact the County Administrator's office at 888-5110.

Thank you for your kind assistance and cooperation.

Member Sorensen said he would like to turn Item b over to the Chairman for comment. Chairman Sweeney stated the following: I think it is necessary to update everybody about what happened with the radio grant situation as we went through this process. As you know, the Ad Hoc Committee met many times and then this County Board approved StarComm Radio Network System. After that, we called Mike Stokke at the Speaker's Office in Washington, DC and asked him if there were any monies available. He told us about the Homeland Security Grant Program. There was a part of that program, two million dollars, for a governmental entity. When we found out about that, we called Senator Bill Brady and told him that it was necessary to meet with someone in Illinois that had to do with Homeland Security. Bill said that he would call the Director of Illinois Homeland Security to see if he could set up a meeting. We also knew we needed somebody on the other side of the aisle with the House of Representatives, the Senate, and the Governor all being Democratic. We needed some help so I decided to call John Penn, who I have talked to and known for over 30 years. He agreed to have a meeting with me. I met with John and his brother, Dave, and told them the dilemma we were in. I told him the State of Illinois and the Governor's Office had to approve the governmental body that would be the candidate for this demonstration grant. John was very cooperative in this meeting and really wanted to help. He said he would call two people on the Governor's staff. Those two individuals met with John Zeunik and Terry Lindberg at the County Office and talked about our situation. If it weren't for John Penn we probably would not have gotten off square one. Those individuals came here and it was a very good meeting. We then had a meeting in Springfield that Senator Brady set up. In that meeting was Sheriff Owens, John Zeunik, Representative Dan Brady, and a union representative from the State Laborers' Group. At this meeting, we found out that St. Clair County also was going to apply and they did so. After several weeks of discussion, we found out from the Governor that he would like to give the grant to both counties but the grant did not indicate that was possible. We had conversations with Motorola to see if there were any possibilities and then Representative Dan Brady met with the Mike Shambliss, Director of the Terrorism Task Force and those individuals tried to find a way that we might qualify to get some monies from the Federal Government. Dan Brady worked with Governor's Office, Mike Shambliss, and also Representative Jay Hoffman from the St. Clair County area. When we thought that we finally had a chance we thought we should find out if we had any possibilities in Washington, DC. The call was made to Mike Stokke in Washington, DC to see if it was possible for two counties to be part of a demonstration grant. They went to the Department of Justice in Washington, DC and got it okayed from the Department of Justice. At that time, things started moving in a strong direction. John Zeunik and the County Administrator in St. Clair County started talking about how we could put this plan together. It is ironic, from my perspective, that St. Clair County had to use a consulting firm to put the grant together and because we set up an Ad Hoc Committee and we have such a strong administrative staff, led by John Zeunik, that we just filled in the blanks. We are very fortunate to have a person of John Zeunik's caliber in McLean County. It is just unbelievable. I also want to recognize Sheriff Owens who was in the meetings in Springfield and many meetings in John Zeunik's office, sometimes with Representative Brady, sometimes with just John and I, and talking with Mike Shambliss and other people in Springfield. After we started putting this together, we thought that we needed to have letters sent out to the Governor's office. All the Representatives that

had something to do with McLean County, whether it be Representative Sommer, Representative Cultra, Representative Mitchell, and Representative Brady sent letters to the Governor, as did Senator Rutherford. We had mayors from Bloomington and Normal and many of the small communities within McLean County that also sent letters. What you saw in the paper was the Governor agreed that St. Clair County would be the lead county but McLean County would be in a secondary position in this grant program. It has been sent to Washington, DC. It's unfortunate, as far as I am concerned, that it was in the paper because this is only the first step in the State of Illinois. It is just like in a football game when you don't play the second half. We have to deal with the people in Washington, DC because the total amount that was allocated for this first phase was 50 million dollars and we are going to ask for six million of that 50 million and all 50 states are involved in this process. Now many of them might not apply for this but we don't know that at this stage. I thought I would give you an update of where we stood and how this all transpired which is a little bit different from what was reported. Members Sorensen/Renner moved the County Board approve a Request for Approval of Memorandum of Understanding between St. Clair County, Illinois and McLean County, Illinois – Interoperable Emergency Radio Grant. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the following: I would like to highlight an item under the "Items for Information." Item b is really quite a success story, something of which McLean County should be very proud. The Digital Counties Survey, which was conducted earlier this year, ranked counties based on the effectiveness and delivery of services to their population through electronic medium such as websites. In our case, McLean County ranked third in our size class for the quality of the website and the services that it provides. I would like to ask Lee Williams and Craig Nelson to stand up so that we know who you are. In Illinois, McLean County was the only county to achieve a top ten ranking in their size class and Craig received an award at the NACo conference a few weeks ago in Milwaukee. Chairman Sweeney is holding up that award right now. With that, I would like to give Lee Williams and Craig Nelson a round of applause.

LAND USE AND DEVELOPMENT COMMITTEE:
Member Gordon, Chairman, presented the following:

RESOLUTION

ADOPTING A PRELIMINARY PLAN
For the Franklin Heights Subdivision, File S-03-02

WHEREAS, Frank Koe has requested approval of a preliminary plan for the Franklin Heights Subdivision, file S-03-02, as provided in the Land Subdivision Regulations of McLean County; and

WHEREAS, said preliminary plan shows 346 residential lots, one lot for a recreational center and eight out lots to be developed later for multi-family and commercial use; and

WHEREAS, a public hearing on said proposed preliminary plan was held by the Land Use and Development Committee of the McLean County Board as required by law; and

WHEREAS, the Land Use and Development Committee recommends that the proposed preliminary plan for Franklin Heights Subdivision be approved; now, therefore,

BE IT RESOLVED that the preliminary plan for the Franklin Heights Subdivision as amended, File S-03-02, be and hereby is approved.

Adopted by the County Board of McLean County, Illinois, this 22nd day of July, 2003.

ATTEST:

APPROVED:

Peggy Ann Milton, County Clerk
McLean County, Illinois

Michael F. Sweeney, Chairman
McLean County Board

McLean County Department of Building and Zoning

SUBDIVISION STAFF REPORT
LAND USE AND DEVELOPMENT COMMITTEE

CASE NUMBER S-03-02

1. REFERENCE

- a. Public hearing dates: June 5, June 17 & July 10, 2003
- b. Subdivider's name: Frank Koe
- c. Subdivision name: Franklin Heights Subdivision
- d. Notice: Notice of this public hearing was published in the Pantagraph on May 17, 2003 as required by law

2. LOCATION, LAND USE AND REQUEST:

- a. Property location: Immediately northwest of the intersection of Ft. Jesse Road and Towanda Barnes Road.
- b. Township: Towanda Township
- c. Parcel Numbers: 15-19-400-003, 004 and 005
- d. Existing zoning: R-2 Two Family Residential District and C-Commercial District
- e. Applicant request: Approval of a preliminary plan for the Franklin Heights Subdivision, file S-03-02. The proposed subdivision contains 346 residential lots, one lot for a recreational center and eight out lots to be developed later for multi-family and commercial use. The County Board approved rezoning of the property on January 21, 2003 in case 02-54-Z and a planned development on the property on April 15, 2003 in case 03-18-S.
- f. Existing land use: Crop production

3. DIMENSIONS:

- a. Size of Parcel: 152 acres
- b. Road Frontage: 2,655 feet on the north side of Fort Jesse Road and 2,645 feet on the west side of Towanda Barnes Road

4. EXISTING LAND FEATURES:

- a. Topography: Relatively flat
- b. Drainage: From the northwest and southeast corners to a drainage way at the center, then northeast along drainage way

5. SURROUNDING ZONING:

- a. North: A-Agriculture District
- b. East: A-Agriculture District

- c. South: R-1C Residential and S2 Park in the City of Bloomington, and A-Agriculture District
- d. West: A-Agriculture District

6. SURROUNDING LAND USE:

- a. North: crop production
- b. East: crop production
- c. South: crop production and single family dwellings
- d. West: crop production

7. BACKGROUND:

This subdivision will be developed with a public water system and a public sewer system operated by the Town of Normal through a pre-annexation agreement. The property is ½ mile from the Town of Normal and across Ft. Jesse Road from the City of Bloomington. This subdivision will be annexed to the Town when it is contiguous. This preliminary plan will also need to be approved by the Town of Normal since it is within 1 ½ miles of their boundary and since the applicant has a pre-annexation with the Town. The Normal Planning Commission conducted a public hearing on this preliminary plan on July 10, 2003 and sent it with a positive recommendation to the Town Council.

The first phase of development includes single family dwellings and town homes. The single family dwellings include over 80 lots with alley access. The multi-family residential property and the commercial property will be subdivided later.

8. RECOMMENDATION:

Staff from the Highway Department and the Department of Building and Zoning find this plan to be in compliance with the Subdivision Ordinance and recommend approval of the Preliminary Plan for the Franklin Heights Subdivision.

Respectfully submitted,



Philip Dick, AICP, Director

Members Gordon/Hoselton moved the County Board Send a Preliminary Plan for the Franklin Heights Subdivision in Case S-03-02, which was pulled from the Consent Agenda back to the Land Use and Development Committee. Member Gordon stated the following: the reason the Land Use and Development Committee pulled this from the Consent Agenda was, as many of you have seen in the Pantagraph this morning, the Normal Town Council needs to act on that proposal just as the County does. It is currently outside the city limits but, since it is within the 1.5 mile radius, both jurisdictions need to approve it. The Land Use and Development Committee previously approved a recommendation to this Board, which is why this was on the consent agenda. Because the Town of Normal has now raised objections, apparently on the grounds that there are some differences between what they thought they were going to see and what they saw, I am going to move that this matter be moved back to the Land Use and Development Committee pending our receiving more information about where things stand with the Town of Normal. I want to make it quite clear that my reason for referring this back to the Committee has nothing to do with our previous decision and the merits as we saw them at the time. We believe that Dr. Koe has fully satisfied what we have asked him to satisfy. The concern that we have is that if Dr. Koe makes changes in the plan in order to meet whatever objections or questions the Town of Normal presents to him, he would then be in the position of having to re-file including paying the fees that goes with that. We don't think that he should be made to jump through County hoops twice. We simply want to make sure when we give approval we are on the same page as the Town of Normal and Dr. Koe has satisfied both jurisdictions, as he is required to do. Member Hoselton stated the following: according to the Pantagraph this morning, Koe's submittal to the Town of Normal is entirely different and that is the reason they rejected it. Member Gordon stated the following: the information that we have is the same information you have based on what was in the Pantagraph. It was different from what Council Members saw or what they thought they were going to see compared to the original plan. What came through the Normal Planning Commission with its recommendation to the Town Council was identical to what the Land Use and Development Committee recommended. Member Rodgers stated the following: is this a high-density subdivision? Member Gordon stated the following: the proposal does include 346 lots. It's not a small venture. Member Rodgers asked the following: how many acres does it cover? Member Gordon responded: 146 acres. Member Segobiano stated the following: my concern is that we are going to have a lot of subdivisions fall within a mile and a half of the city limits. If we are going to sit in Committee and listen, spend our time dissecting information that is given to us, and then approve it, we need to do one of two things. We either need to wait to hear from the City of Bloomington before we bring a matter to this Board or we need to follow through on the action we take. If this gentleman has made changes and presented them to the Town of Normal, then he is in violation of what was approved here and we shouldn't go forth with it. I have some concern about our spending time approving something and then either Bloomington or Normal objecting to it. Maybe we have the cart before the horse. Member Rackauskas stated the following: the plan that we reviewed on the Land Use and Development Committee was the plan that was submitted to the Town of Normal. They did not change it after getting our approval. I am not sure if you understand that. The plan that went before Normal is the plan that we approved. Member Segobiano stated the following: it was indicated that it was changed to meet Normal's plans, as I understand it.

Member Rackauskas stated: we want to find out why, we want to cooperate between two different government entities, and I think cooperation is the reason behind this. Member Gordon stated the following: I appreciate where Member Segobiano is coming from on this one and in fact Dr. Koe has, as I indicated earlier, responded to the questions that were raised in the Building and Zoning Department and by the Highway Department. His proposal has unanimous approval from the Land Use and Development Committee. Again, the request to refer this back to Committee has nothing to do with the merits of this proposal. We simply want to be sure that the County and the Town are going to be on the same page when approvals are given without putting Dr. Koe through having to re-file and pay the fees that go with re-filing. Chairman Sweeney asked the following: is this subdivision going to be in the city limits of the Town of Normal? Member Gordon responded: not initially but there is a pre-annexation agreement. Chairman Selzer stated the following: after sitting on the Zoning Board in Normal for a couple of years, this is a problem and I think that, as Member Segobiano said, we need to address it. This is going to happen more and more frequently so we either need to change our Ordinance that says the fee you pay is "X" dollars if it is within a mile and a half even if you have to come back to the Board twice or we need to say that we are not going to approve you until you get an agreement with the Town. Quite honestly, I am opposed to saying we feel sorry for you so don't pay to fees. That is not the way it should be. If this is going to be an issue we have to deal with regularly, then I think Land Use needs to say if it is within a mile and a half, the fee you pay will cover up to three hearings. Otherwise, we run into this problem. We just need to do what is right in all cases. Member Owens stated the following: when is Bloomington/Normal going to visit this. I am assuming within the next month? Member Gordon responded with the following: that I don't know but I would like to hold this until we know what the Town of Normal is going to ask Dr. Koe to do or find out what the Town of Normal Council is comfortable with. It sounded to me like they didn't realize how much it had changed. The Normal Planning Commission recommended to the members of the Council exactly what we are recommending to this Board. We are going to try to find out as rapidly as possible where things stand in the Town of Normal. I would expect to come back by next month. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Gordon stated the General Report is found on pages 89-95.

FINANCE COMMITTEE:
Member Sorensen, Chairman, presented the following:

**RESOLUTION AMENDING THE FISCAL YEAR 2003
FUNDED FULL-TIME EQUIVALENT POSITIONS RESOLUTION**

WHEREAS, the McLean County Board adopted a Funded Full-Time Equivalent Positions (FTE) Resolution on November 19, 2002, which became effective on January 1, 2003; and,

WHEREAS, the McLean County Highway Department has recommended that the McLean County Geographic Information System (GIS) Program Grant include a GIS Specialist, at Grade 11, in order to further develop this program for McLean Counties specialized departments; and,

WHEREAS, the County Board of McLean County, Illinois, at its meeting on April 15, 2003, approved the GIS Grant contract with IDOT that includes the GIS Specialist; and,

WHEREAS, IDOT has signed said contract; and, therefore,

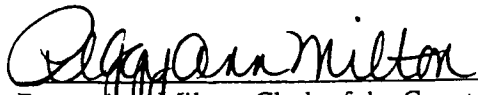
BE IT RESOLVED, by the County Board of McLean County, Illinois, now in regular session, that the 2003 Funded Full-Time Equivalent Positions Resolution be and hereby is amended as follows:

<u>Fund-Dept-Program</u>	<u>Pay Grade</u>	<u>Position Classification</u>	<u>Full-Time</u>		
			<u>Now</u>	<u>Amend</u>	<u>New</u>
0120-0055-0056	11	0503.0001 GIS Specialist Highway Department	0.00	1.00	1.00

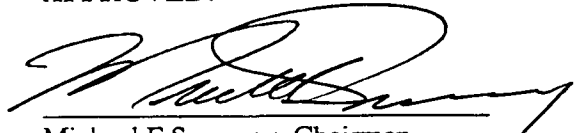
This amendment shall become effective and be in full force as of July 23rd, 2003.

ADOPTED by the County Board of McLean County, Illinois, this 22nd day of July, 2003.

ATTEST:


Peggy Ann Milton, Clerk of the County Board,
McLean County, Illinois

APPROVED:


Michael F Sweeney, Chairman
McLean County Board

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Members Sorenson/Gordon moved the County Board approve a Request for Approval of the Resolution Amending the FY 2003 Funded Full-Time Equivalent Positions Resolution - GIS Specialist - Highway Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

RESOLUTION NO. _____

WHEREAS, on May 18, 1999, this County Board of McLean County, Illinois, entered into a certain written "PROFESSIONAL SERVICE AGREEMENT" with Joseph E. Meyer providing for the creation and administration of a Delinquent Tax Liquidation Program; and

WHEREAS, the costs of conducting said Program, including costs of obtaining title to tax delinquent parcels and conveying such parcels through public auctions, have substantially increased since the date of said Agreement; and

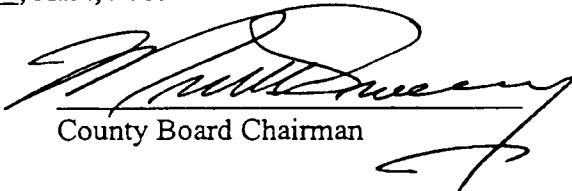
WHEREAS, increasing the minimum auction sale bid to \$450.00 per parcel will recover such increased program costs;

NOW THEREFORE BE IT RESOLVED by the County Board of McLean County, Illinois, that the minimum auction sale bid for parcels sold at public oral or sealed bid auction sales through the Delinquent Tax Liquidation Program shall be, and is hereby, increased to \$450.00 per parcel; and

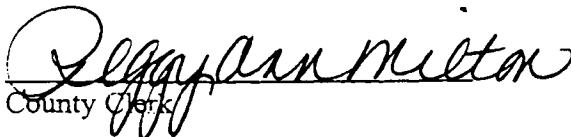
FURTHER, that the increase in minimum bid hereby effected shall be applied so as to increase by \$50.00, to a total of \$250.00, the minimum fee paid to the said Joseph E. Meyer for his services on account of the sale of any parcel pursuant to said Agreement and to increase the Taxing District's proceeds by an additional \$50.00 per item; and

FURTHER, that the Chairman of this County Board is hereby authorized to enter into and to subscribe, on behalf of this County Board, the written "ADDENDUM TO PROFESSIONAL SERVICE AGREEMENT" presented to this meeting and providing for the increase in minimum auction sale bid hereby effected, and that all other terms and provisions of the said "PROFESSIONAL SERVICE AGREEMENT", as heretofore amended, shall remain in full force and effect.

APPROVED AND ADOPTED at a regular meeting of the County Board of McLean County, Illinois, this 22nd day of July, A.D., 2003.


County Board Chairman

ATTEST:


County Clerk

ADDENDUM TO PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT, entered into by and between the County of McLean, Illinois, hereinafter referred to as "County", and Joseph E. Meyer, hereinafter referred to as "Contractor";

WITNESSETH:

WHEREAS, the parties hereto have heretofore entered into a written instrument entitled "PROFESSIONAL SERVICE AGREEMENT" bearing date of May 18, 1999 (hereinafter referred to as "the Agreement"); and

WHEREAS, the parties desire to amend the Agreement as hereinafter set forth;

NOW THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00), and for other good and valuable consideration, the parties agree as follows, to-wit:

1. That Subparagraph B of Paragraph 4 of the Agreement is hereby deleted in full, and the following is hereby substituted therefor:

B. When a tax deed has been taken as to any parcel administered through the Program, and upon conveyance thereof to a new owner through a public oral or sealed bid auction sale, Agent shall receive a minimum of TWO HUNDRED FIFTY DOLLARS (\$250.00) or TWENTY-FIVE PERCENT (25%) of the purchase price, whichever is greater. In event the sale price of any parcel is TWO HUNDRED FIFTY DOLLARS (\$250.00) or less, the Agent shall receive the full sale price as compensation and no additional fee shall be paid on account of the sale of such parcel.

2. All other terms and provisions of the Agreement, as heretofore amended, shall remain in full force and effect between the parties hereto.

Agreed, entered and signed this 29 day of JULY, A.D., 2003.

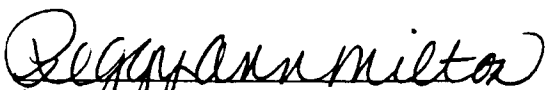
The County of McLean, Illinois
A Body Corporate and Politic

By 

County Board Chairman


Joseph E. Meyer, Agent

ATTEST:


County Clerk

Members Sorensen/Berglund moved the County Board approve a Request for Approval of a Resolution for Addendum to Professional Service Contract between McLean County and Joseph E. Meyer - Treasurer's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

An Ordinance of the McLean County Board
Amending the 2003 Combined
Appropriation and Budget Ordinance for Fund 0106

WHEREAS, Chapter 55, Section 5/6-1003 of the Illinois Compiled Statutes (1992) allows the County Board to approve appropriations in excess of those authorized by the budget; and,

WHEREAS, the McLean County Health Department has requested an amendment to the McLean County Fiscal Year 2003 appropriation in Fund 0106 Family Case Management/Health Works program, and the Board of Health and Finance Committee concur; and,

WHEREAS, the County Board concurs that it is necessary to approve such amendment, now, therefore,

BE IT ORDAINED AS FOLLOWS:

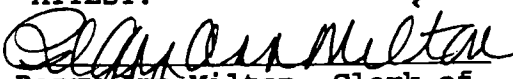
1. That the Treasurer is requested to increase revenue line 0407-0142 Federal Financial Participation in Fund 0106, Department 0061, Program 0062, and increasing the appropriation by \$15,830 from \$79,880 to \$95,710.
2. That the County Auditor is requested to increase the appropriations of the following line - item accounts in Fund 0106, Department 0061, Program 0062, Family Case Management/Health Works program as follows:

LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE	NEW AMOUNT
0515-0001	Part Time Employees	\$ 0	\$14,095	\$ 14,095
0599-0001	County IMRF Contrib.	\$ 24,864	\$ 657	\$ 25,521
0599-0003	Social Security Contrib.	\$ 41,118	\$ 1,078	\$ 42,196
TOTALS:		\$ 65,982	\$15,830	\$ 81,812

3. That the County Clerk shall provide a copy of this ordinance to the County Administrator, County Treasurer, County Auditor, and the Director of the Health Department.

Adopted by the County Board of McLean County this 22nd day of July, 2003.

ATTEST:


Peggy Ann Milton, Clerk of
the McLean County Board of
the County of McLean

APPROVED:


Michael F. Sweeney Chairman of the
McLean County Board

F:\adm\budg\03HWamendment

A Resolution Amending the Fiscal Year 2003 McLean County Full-Time Equivalent Position Resolution Associated with an Ordinance to Amend the Fiscal Year 2003 McLean County Combined Appropriation and Budget Ordinance for Fund 0106.

WHEREAS, the County Board adopted a funded Full-Time Equivalent Position Resolution on November 19, 2002 which became effective on January 1, 2003; and,

WHEREAS, it becomes necessary to increase the Funded Full-Time Equivalent Position Resolution to authorize position changes associated with additional funding from Federal Financial Participation to be used to support the Health Works program;


Therefore, Be it resolved by the McLean County Board, now in regular session, that the said funded Full-Time Equivalent Positions Resolution be and hereby is amended as follows:

<u>Action</u>	<u>Fund</u>	<u>Program</u>	<u>Position Classification</u>	<u>Annual FTE</u>	<u>Months</u>	<u>Now</u>	<u>New</u>
Increase	0106-0061	0062	0515-8123	.53	6.0	.00	.27


This Amendment shall become effective and be in full force immediately upon adoption.

Adopted by the County Board of McLean County this 22nd day of July 2003.

APPROVED


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of McLean County
Board of the County of McLean
adm\budg\03HWFTE

Members Sorensen/Moss moved the County Board approve Requests for Approval of an Ordinance of the McLean County Board Amending the 2003 Combined Appropriation and Budget Ordinance for Fund 0106 and the Resolution Amending the FY 2003 McLean County Full-Time Position Resolution Associated with an Ordinance to Amend the FY 2003 McLean County Combined Appropriation and Budget Ordinance for Fund 0106 - Health Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:



May 2, 2003

County Board
McLean County
Bloomington, Illinois

The purpose of this letter is to provide you with information about significant matters related to our audit of the general-purpose financial statements of McLean County, Illinois (County) for the year ended December 31, 2002, in order to assist you with your oversight responsibilities of the financial reporting process, and so that we may comply with our professional responsibilities to the County Board. This letter is intended solely for the information and use of the County Board and management and is not intended to be and should not be used by anyone other than these specified parties.

We have provided under separate cover a letter, dated May 2, 2003, concerning the internal control conditions that we noted during our audit of the County's general-purpose financial statements for the year ended December 31, 2002.

Auditor's Responsibility Under Generally Accepted Auditing Standards. Our audit of the general-purpose financial statements of McLean County, Illinois for the year ended December 31, 2002, was conducted in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable, but not absolute, assurance about whether the general-purpose financial statements are free of material misstatement. Reasonable assurance in an audit is obtained by examining evidence supporting the amounts and disclosures in the general-purpose financial statements on a test basis. An audit does not include verification of all transactions and account balances, nor does it represent a certification of the absolute accuracy of the general-purpose financial statements.

In testing whether the financial statements are free of material misstatement, we focus more of our attention on items with a higher potential of material misstatement, and less on items that have a remote chance of material misstatement. For this purpose, accounting literature has defined materiality as "the magnitude of an omission or misstatement of accounting information that, in the light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would have been changed or influenced by the omission or misstatement."

An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. Although we may make suggestions as to the form and content of the general-purpose financial statements, or even prepare them in whole or in part, the general-purpose financial statements remain the representations of management. In an audit, our responsibility with respect to the financial statements is limited to forming an opinion as to whether the general-purpose financial statements are a fair presentation of the County's financial position, results of operations, and cash flows of its proprietary fund type and nonexpendable trust fund.

Significant Accounting Policies. The significant accounting policies used by the County are described in Note 1 to the general-purpose financial statements. The following is a description of significant accounting policies or their application which were either initially selected or changed during the year.

The Public Building Commission is considered a component unit of McLean County. In 2001 and prior years, the financial information of the Public Building Commission was blended with that of McLean County. All outstanding debt, at that time, was for the benefit of McLean County.

During the Public Building Commission's fiscal year ended September 30, 2002, \$11,000,000 of debt was issued, of which approximately \$7,600,000 will benefit the City of Bloomington, Illinois, an unrelated organization to McLean County. This debt does not mature until November 1, 2021.

Due to the significance of the debt that the Public Building Commission now carries that is for the benefit of another governmental entity, the presentation of the Public Building Commission as a component unit of McLean County has been modified from a blended component unit to a discretely presented component unit.

There were no significant, unusual transactions in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Management Judgments and Accounting Estimates. There were no significant accounting estimates of financial data which would be particularly sensitive and require substantial judgments by management.

Significant Audit Adjustments. Adjustments were made arising from the audit that could, in our judgment, either individually or in the aggregate, have a significant effect on the County's financial reporting process. Such adjustments were necessary to adjust balances to the proper amount in various accounts at December 31, 2002.

Uncorrected Misstatements. The attached Exhibit summarizes uncorrected misstatements aggregated by us during our current audit and pertaining to the most recent period presented in the general-purpose financial statements. Management has determined that these uncorrected misstatements are immaterial, both individually and in the aggregate, to the general-purpose financial statements taken as a whole.

Other Information in Documents Containing Audited Financial Statements. In connection with the County's comprehensive annual financial report, we did not perform any procedures or corroborate other information included in the introduction and statistical sections of the comprehensive annual financial report. However, we read management's discussion of financial conditions and results of operations and considered whether the information or the manner in which it was presented was materially inconsistent with information or the manner of presentation of the financial statements. Based on our reading, we concluded that the information did not require revision.

Disagreements With Management. There were no disagreements with management on financial accounting and reporting matters, auditing procedures, or other matters which would be significant to the County's general-purpose financial statements or our report on those general-purpose financial statements.

Consultations With Other Accountants. We were informed by management that they made no consultations with other accountants on the application of generally accepted accounting principles or generally accepted auditing standards.

Major Issues Discussed With Management Prior to Retention. There were no major issues, including the application of accounting principles and auditing standards, which were discussed with management prior to our retention as auditors.

Difficulties Encountered in Performing the Audit. We encountered no difficulties in dealing with management related to the performance of our audit.

* * * * *

We will be pleased to respond to any questions you have regarding the foregoing comments.

Clyton Anderson LLP

May 2, 2003

CONFIDENTIAL

Chairman and County Board
McLean County, Illinois
Bloomington, Illinois

In planning and performing our audit of the general-purpose financial statements of McLean County, Illinois (County) for the year ended December 31, 2002, we considered its internal control in order to determine our auditing procedures for the purpose of expressing our opinion on the general-purpose financial statements and not to provide assurance on the internal control. Our consideration of the internal control was only a part of our overall audit plan and was not intended to be a complete review of all of the County's accounting procedures, therefore, it would not necessarily disclose all reportable conditions or other comments for improvement. Reportable conditions involve matters coming to our attention relating to significant deficiencies in the design or operation of the internal control that, in our judgment, could adversely affect the County's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements.

As a result of the procedures described above, we have the following comments and recommendations for improvement.

RECORDER'S OFFICE

The Recorder's office collects various fees which are deposited on a daily basis with the Treasurer's office. During the year, the Recorder's office purchased an upgraded computerized receipts system which records the different types of fees by category. We were informed by personnel in the Recorder's office that the receipts per the Recorder's system (subsidiary records) are being reconciled to the general ledger daily. However, these reconciliations are not maintained and therefore, there is no evidence provided to us that indicates that the appropriate reconciliations are performed throughout the year. For the year ended December 31, 2002 unreconciled differences between the subsidiary records and the general ledger exist for the various revenue categories and could not be reconciled.

Additionally, the Recorder's office purchases and uses revenue stamps and thereby maintains a physical inventory of revenue stamps at any given point in time. No less than monthly, the physical inventory of revenue stamps should be reconciled to the descending stamp meter ledger. The verified physical inventory of stamps should be accounted for in the reconciled analysis of sales and purchases of revenue stamps that are reflected in the general ledger of McLean County.

Additionally, we noted that the revenues reported to the County Board in the Recorder's Semi-Annual reports do not agree to the revenue actually recorded in the general ledger. In discussing this issue with the Recorder, it was suggested that the differences are most likely due to problems with the office's old software system. In reviewing a sample of reports generated by the new system, it appears that it's capabilities are more enhanced and should provide a more accurate means of accounting for the office's revenues.

Although this new system should provide improved operational reporting and thereby reduce the amount of discrepancies in the future, performing regular reconciliations between the system and the general ledger will allow the Recorder's office to more effectively monitor the revenue received and will provide them with a formal means of verifying that the general ledger accurately reflects the actual revenue at any given point in time.

The reconciliation process is a key part of detective controls including identification of errors or possibly misappropriations and adds validity to the integrity of recorded transactions. Each office should be responsible for the respective review and reconciliation of the revenue recognized, purchases made, and inventory carried.

We recommend that the Recorder's office reconcile transactions per their computer system and inventory process to the County general ledger on a monthly basis and maintain appropriate documentation of such reconciliations. Any differences should be investigated and corrected immediately. Documentation should be retained by the Recorder's office reflecting the reconciliation and evidence of review of such.

SHERIFF'S OFFICE

We noted that the software system utilized by this department for its inmate refund account does not have the capability to generate subsidiary detail information itemizing balances and to whom the amounts are owed as of a given date for any prior time period (other than real time). Although monthly reconciliations are being performed, with all receipts and disbursements accounted for, the inability of the system to produce a detail listing results in the office not being able to substantiate the balance at year end or other specific times, such as monthly in the refund account with an underlying subsidiary listing.

We recommend that the County discuss this circumstance with the software vendor to determine a solution to correct this deficiency. If this problem cannot be corrected, an individual independent of the receipt and disbursement process should be assigned to generate such a report on the last day of every month and then perform the reconciliation process.

SPECIAL REVENUE FUNDS

During the course of the audit, we noted that several special revenue funds (Case Coordination Unit, Community Policing Domestic Violence, Probation Early Intervention, and Violent Crime Defense Grant) had no activity during the year. At December 31, 2002, some of the funds had sizeable cash balances remaining.

Some of these funds appear to be grant funds that the grant period has expired. We recommend that the County investigate the source of these funds and determine the proper disposition of any remaining funds.

LAW LIBRARY FUND

Over the past two years, expenditures have exceeded revenues by a total of \$40,792 (\$11,162 in 2002 and \$29,630 in 2001) in the Law Library Fund. At December 31, 2002, this fund has a deficit fund balance of \$74,651 and has effectively "borrowed" from other funds to cover this deficit.

We recommend that the County either increase revenues, decrease expenditures, and implement controls to limit expenditures that are in excess of available funds, in order to eliminate the fund deficit.

YEAR END REVENUE ACCRUALS

During our testing of various revenue accruals, particularly in the grant-related areas, we noted that there were still several amounts that required adjustment at year-end. In most cases, the adjustments related to areas where revenue is recognized only to the extent that it is expended.

At cut-off periods, and specifically at year-end when accruals are booked, all expenditures should be accrued and then the revenue position should be analyzed. Funds that have been received in advance of expenditure should be deferred to the extent unexpended. For grants that have expended funds in advance of receipt, receivables/revenue should be recognized to the extent that the expenditures do not exceed the grant funding availability.

Our adjustments were not significant, however, various adjustments were necessary to appropriately match the grant revenues with expenditures. We recommend that the County continually monitor expenditure accruals as they are made at year-end for impact to the revenue accruals.

ACCOUNTS RECEIVABLE – PUBLIC BUILDING COMMISSION

At December 31, 2002, a receivable from the Public Building Commission (PBC) of approximately \$197,000 was recorded in the general fund. This balance represents an excess of expenditures over revenue received for maintenance performed on the Law and Justice building in 1991, 1992, and 1993.

The Law and Justice Additional Rent fund levies taxes to pay the PBC an additional monthly rental amount. The PBC will then reimburse the McLean County general fund for maintenance performed on the Law and Justice building.

Governmental accounting standards specify that revenues are recognized only when they become measurable and available as net current assets. As this receivable balance has been outstanding for nine or more years, it does not meet the criteria for accrual. Due to the length of time this receivable has been outstanding, we recommend that the County consider each year whether the balance or portion thereof will be collected in the next fiscal year and appropriately classify the portion which is deemed long-term.

NEW ACCOUNTING STANDARDS

Financial Reporting Model

The Governmental Accounting Standards Board (GASB) issued Statement No. 34, *Basic Financial Statements and Management's Discussion and Analysis for State and Local Governments*, in June 1999. This statement establishes new financial reporting standards for state and local governments that will create new information and will restructure much of the information that governments have presented in the past. The new basic financial statements and required supplemental information will include the following: (1) management's discussion and analysis; (2) basic financial statements which consist of (a) government-wide financial statements, (b) fund financial statements, and (c) notes to the financial statements; and (3) other required supplemental information. This statement will be effective for the County's year ending December 31, 2003.

In order to ensure that the reporting requirements under Statement No. 34 are effectively and efficiently implemented for its December 31, 2003 financial statements, we recommend that the County continue to monitor the progress made toward achieving the steps outlined in its GASB #34 implementation plan and that the timetable for completion of these specific tasks is adhered to.

* * * * *

This report is intended solely for the information and use of the County Board, management and others within the County and is not intended to be and should not be used by anyone other than these specified parties.

* * * * *

We would be please to discuss these comments and recommendations with you at any time.

Sincerely,

Clifton Gunderson LLP

Members Sorensen/Kinzinger moved the County Board approve a Request for Approval to Receive and Place on File the Comprehensive Annual Financial Report, Single Audit Report, and Management Letter of Advisory Comments - Fiscal Year 2002 Audit as Prepared and Submitted by Clifton Gunderson, L.L.P., and to Request Written Responses to Findings Contained in the Management Letter of Advisory Comments. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the Items for Information could be found on pages 111-121.

TRANSPORTATION COMMITTEE:
Member Bass, Chairman, presented the following:

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2003
Combined Annual Appropriation and Budget Ordinance
County Highway Fund 0120, Highway Department 0055**

WHEREAS, the McLean County Board, on November 19, 2002, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2003 Fiscal Year beginning January 1, 2003 and ending December 31, 2003; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Highway Fund 0120, the County Highway Department 0055, Road construction Program 0056; and,

WHEREAS, the County Board of McLean County, Illinois, at its meeting on April 15, 2003, approved the GIS Grant contract with IDOT that provides funding totaling \$80,000 for use during fiscal years 2003 through 2005 for a GIS Specialist and related support activities; and,

WHEREAS, the Transportation Committee, at a regular meeting on Tuesday, July 8, 2003, recommended approval of an Emergency Appropriation Ordinance amending the McLean County Fiscal Year 2003 Combined Annual Appropriation and Budget Ordinance, now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

- (1) That the County Treasurer is hereby directed to make an Emergency Appropriation from the unappropriated fund balance of the County's Highway Fund 0120 in the amount of \$48,120.00 and to amend the Fiscal Year 2003 Combined Annual Appropriation and Budget Ordinance as follows:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
County Highway Department 0055			
0120-0055-0056-0410.XXXX			
IDOT—GIS	\$0.00	\$48,120.00	\$48,120.00

- (2) That the County Auditor is hereby directed to add to the appropriated budget of the County Highway Department 0055, Road Construction Program 0056 the following appropriation:

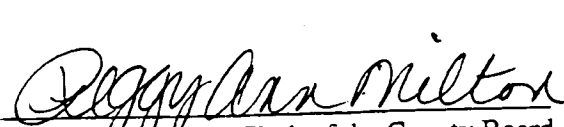
	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
Full-Time Employees Salaries 0120-0055-0056-0503.0001	\$710,738.00	\$17,859.00	\$728,597.00
County's IMRF Contribution 0120-0055-0056-0599.0001	\$0.00	\$832.00	\$832.00
Employee Medical/Life Insurance 0120-0055-0056-0599.0002	\$91,800.00	\$1,063.00	\$92,863.00
Social Security Contribution 0120-0055-0056-0599.0003	\$0.00	\$1,366.00	\$1,366.00
Schooling and Conferences 0120-0055-0056-0718.0001	\$13,000.00	\$6,000.00	\$19,000.00
Computer Equipment 0120-0055-0056-0833.0002	\$15,000.00	\$16,000.00	\$31,000.00
Software 0120-0055-0056-0833.0004	\$10,000.00	\$5,000.00	\$15,000.00
TOTAL:		\$48,120.00	

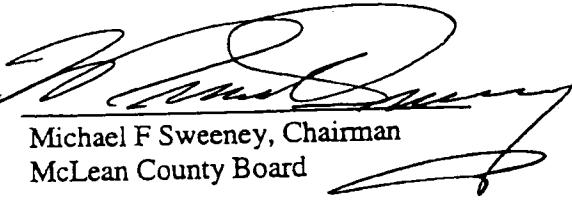
(3) That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the County Engineer.

ADOPTED by the County Board of McLean County, Illinois, this 22nd day of July, 2003.

ATTEST:

APPROVED:


Peggy Ann Milton, Clerk of the County Board,
McLean County, Illinois


Michael F Sweeney, Chairman
McLean County Board

Members Bass/Hoselton moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County FY 2003 Combined Annual Appropriation and Budget Ordinance County Highway Fund 0120, Highway Department 0055 - IDOT GIS Grant. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bass stated the following: soon the new school in Normal on Raab Road will be opening. There has been concern about the traffic that is going to take place there and the Transportation Committee is addressing that situation. I hope that by the time school starts, the intersection at the corner of Towanda-Barnes and Raab Roads will be very safe. Jack Mitchell is attending to the situation along with the Sheriff. We hope we can alert the people coming into town that we want to be sure to kick the school year off in a safe manner.

PROPERTY COMMITTEE:
Member Bostic, Chairman, presented the following:

**RESOLUTION OF THE McLEAN COUNTY BOARD
DECLARING THE McBARNES MEMORIAL BUILDING
SURPLUS COUNTY PROPERTY AND PROVIDING FOR THE SALE
OF THE PROPERTY**

WHEREAS, pursuant to Illinois law, the McLean County Board may declare property, buildings, and capital equipment as "surplus property" and thereby offer said property, buildings, and capital equipment for sale by sealed bid auction or oral auction; and,

WHEREAS, the McBarnes Memorial Building, 201 East Grove Street, Bloomington, Illinois was given to McLean County for use by County government and/or by other appropriate community based not for profit corporations; and,

WHEREAS, the Property Committee, at its regular meeting on Thursday, June 5, 2003, recommended that the McBarnes Memorial Building, 201 E. Grove Street, Bloomington, Illinois, be declared as "surplus property" and be offered for sale by sealed bid; now, therefore,


BE IT RESOLVED by the McLean County Board as follows:

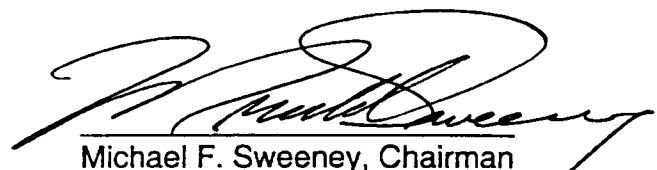
- (1) In accordance with the provisions of Illinois law, the McLean County Board hereby declares the McBarnes Memorial Building, 201 E. Grove Street, Bloomington, Illinois, "surplus property" and further declares that the McBarnes Memorial Building shall be offered for sale by sealed bid auction
- (2) The County Clerk shall provide a certified copy of this Resolution to the Director of Facilities Management, the County Administrator, and the First Civil Assistant State's Attorney.

ADOPTED by the McLean County Board this 22nd day of July, 2003

ATTEST:

APPROVED:


Peggy Ann Milton, Clerk of the McLean
County Board, McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

WILLIAM A. YODER

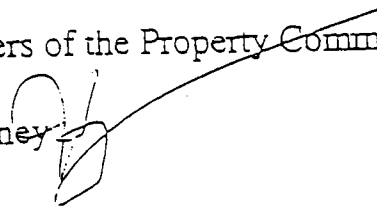
McLean County State's Attorney

R. Brian Hug
Assistant State's Attorney

Law and Justice Center
104 W. Front Street, Room 701
P.O. Box 2400
Bloomington, Illinois 61702-2400
(309) 888-5110

MEMORANDUM

To : The Honorable Chairman and Members of the Property Committee

From : R. Brian Hug, Assistant State's Attorney 

Re : Surplus Property

Date : June 2, 2003

Pursuant to the Property Committee's request and a number of questions raised by County Board Members I have done a review of the law for your assistance in making decisions regarding surplus County property.

A county holds property in trust for the benefit of the inhabitants of the County. The County is bound to administer such property faithfully, honestly and justly, and is guilty of a breach of trust by disposing of its valuable property without any, or a nominal, consideration. County property cannot be arbitrarily or capriciously disposed of, it must be sold for the most that it will bring in the market. There are no statutory provisions authorizing the County to make a gift or donation of county real property or the rental value of such property. The renting of County property for a nominal consideration would be tantamount to a gift of the rental value of such property. 1974 A.G. Opinion No. S-691.

The County has followed a consistent practice of declaring property surplus property prior to selling. While the Municipal code requires towns and cities to have property appraised prior to sale there is no such requirement of counties. While open bidding is not required it is consistent with the county's obligation to obtain the highest price for the property. The property must be exposed to the market in a way that is designed to ensure that the County obtains full value for the property.



Facilities Management

104 W. Front Street, P.O. Box 2400
Bloomington, Illinois 61702-2400
(309) 888-5192 voice
(309) 888-5209 FAX jack@McLean.gov

To: Mr. John M. Zeunik,
County Administrator

From: Jack E. Moody, CFM *Jack Moody*
Director, Facilities Management

Date: June 6, 2003

Subj: McBarnes Building Tenant Rents and Revenues for 2003

<u>Tenant:</u>	<u>2003 Rent:</u>	<u>Projected 2003 Utilities:</u>	<u>Total Projected Revenues:</u>	<u>Cost Per S.F.</u>
United Way	\$9,809.51	11,830.81	21,640.32	5.91 *
PATH	11,481.08	16,543.48	28,024.56	7.52
VAC	<u>3,790.40</u>	<u>Pays None</u>	<u>3,790.40</u>	<u>3.71</u>
Totals:	\$25,080.99	\$28,374.29	\$53,455.28	6.35

United Way is 3,663 s.f. (828 s.f. in basement is \$1.00 per s.f. for rent)

PATH is 3,729 s.f.

VAC is 1,022 s.f.

Total Rented s.f. is 8,414

* United Way pays less per s.f. for rent of small basement office area.

McLEAN COUNTY, ILLINOIS

McBARNES BUILDING FUND

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCE - BUDGET AND ACTUAL

Year Ended December 31, 2002
With Comparative Figures for Year Ended December 31, 2001

	<u>2002</u>		<u>2001</u>
	<u>Budget</u>	<u>Actual</u>	<u>Actual</u>
REVENUES			
Miscellaneous:			
Lease income	\$ 20,738	\$ 14,215	\$ 12,249
Utilities reimbursement	<u>26,962</u>	<u>27,216</u>	<u>26,774</u>
Total revenues	<u>47,700</u>	<u>41,431</u>	<u>39,023</u>
 EXPENDITURES			
Current - general government:			
Contractual services	45,700	45,068	42,760
Commodities	2,000	409	1,010
Capital outlay	<u>-</u>	<u>435</u>	<u>-</u>
Total expenditures	<u>47,700</u>	<u>45,912</u>	<u>43,770</u>
Deficiency of revenues over expenditures	-	(4,481)	(4,747)
 FUND DEFICIT			
Beginning of year	<u>(68,080)</u>	<u>(68,080)</u>	<u>(63,333)</u>
End of year	<u>\$ (68,080)</u>	<u>\$ (72,561)</u>	<u>\$ (68,080)</u>

McLean County
 7/17/03
 Asset Account
 0001 0124-0002
 Due From Mc Barnes Bldg

G1500S3

General Ledger Inquiry

Account Status : ACTIVE
 Budgeted Account / Org Level : NO
 Fiscal Start Month/Year End : 01 2003

Ending Balances
 2002: 105907.49
 2001: 109847.18
 2000: 114079.03
 1999: 116900.39
 1998: 120579.50

Current Periods
 Jan : 613.08-
 Feb : 390.33-
 Mar : 359.68-
 Apr : 811.31-
 May : 210.49-
 June : 179.84-
 July : 600.82-
 Aug : .00
 Sept : .00
 Oct : .00
 Nov : .00
 Dec : .00
 Total 3165.55-

Current Balance
 102741.94

F3=Exit F8=Detail F11=Transactions F12=Cancel F22=More Functions

Members Bostic/Selzer moved the County Board approve a Request for Approval of a Resolution Declaring the McBarnes Memorial Building Surplus Property and Providing for the Sale of the Building. Member Segobiano stated the following: I would like the Property Committee to include the phrase "We have the right to accept or reject all bids." Member Bostic stated the following: I am very agreeable to that. Clerk Milton shows the roll call vote as follows: Nuckolls=yes, Owens=yes, Rackauskas=yes Renner=yes, Rodgers=yes, Segobiano=yes, Selzer=yes, Sorensen=yes, Ahart=yes, Bass=no, Berglund=yes, Bostic=yes, Dean=yes, Gordon=yes, Hoselton=yes, Kinzinger=yes, and Moss=yes. Motion carried sixteen to one.

Member Bostic, Chairman, presented the following:

CONTRACT FOR REFUSE COLLECTION SERVICES

This CONTRACT entered into this 22nd day of July, 2003, by and between the County of McLean, a body corporate and politic (hereinafter COUNTY) and American Disposal Services of Bloomington Normal (hereinafter AMERICAN), 2112 W. Washington Street, Bloomington, Illinois, 61704, pursuant to the following terms and conditions.

1. AMERICAN is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of COUNTY in-so-far as the manner and means of performing the services and obligations of this contract. However, COUNTY reserves the right to inspect AMERICAN'S work and service during the performance of this contract to ensure that this contract is performed according to its terms and conditions. AMERICAN is obligated to furnish at its own expense, all the necessary labor, tools, supplies, and materials.
2. AMERICAN shall save and hold COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims or judgements, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity, or property of any kind (including but not limited to choses in action) arising out of or in any way connected with the performance of work or work to be performed under this Contract, and shall indemnify COUNTY for any costs, expenses, judgements and attorney's fees paid or incurred, by or on behalf of COUNTY, and/or its agents and employees, or paid for on behalf of COUNTY and/or its agents and employees, by insurance provided by COUNTY.

AMERICAN shall further hold harmless COUNTY (including its officials, agents and employees) from liability or claims for any injuries to or death of AMERICAN'S or any subcontractor's employees, resulting from any cause whatsoever, including protection against any claim of AMERICAN or any subcontractor for any payments under any worker's compensation insurance carried on behalf of AMERICAN or any subcontractor. and shall indemnify COUNTY for any costs, expenses, judgement's and attorney's fees paid or incurred with respect to such liability or claims by it or on its behalf or on behalf of its agents and employees, whether or not by or through insurance provided by COUNTY.

In the event the COUNTY'S machinery or equipment is used by AMERICAN or any subcontractor in the performance of the work called for by this Contract, such machinery or equipment shall be considered as being under the sole custody and control of AMERICAN during the period of such use by COUNTY or any subcontractor, and if any person or persons in the employment of the COUNTY should be used to operate said machinery or equipment during the period of such use, such person or persons shall be deemed during such period of operation to be an employee or employees of AMERICAN.

Page two

3. AMERICAN shall comply with all applicable laws, codes, ordinances, rules, regulations, and lawful orders of any public authority that in any manner affect its performance of this Contract.
4. The initial term of this contract shall be for three (3) years beginning at 12:01 a.m. on January 1, 2004, and terminating at 12:59 p.m. on December 31, 2006.
5. AMERICAN shall, during the entire term hereof, procure and maintain general liability insurance in a form acceptable to COUNTY, as follows:
 - {a} Comprehensive General Liability Insurance including Contractual Liability (which insures AMERICAN'S obligations under this agreement); all with limits of not less than \$1,000,000.00 per occurrence or accident.
 - {b} Motor Vehicle Liability Insurance covering all owned, leased, hired and non-hired motor vehicles with limits of not less than \$1,000,000.00 per accident.
 - {c} Worker's Compensation Insurance in accordance with Illinois law.
 - {d} Employer's Liability Insurance with limits of not less than \$1,000,000.00 per occurrence.

AMERICAN shall provide COUNTY a Certificate of Insurance in a form of certificates executed by the respective insurance companies and filed with COUNTY prior to commencing Contract work. Said certificates shall contain a clause to the effect, "for the duration of the Contract, the insurance policy/policies shall be canceled, expired or changed as to amount of coverage only after written notification thirty (30) days in advance to AMERICAN". In addition, said certificates shall list "the County of McLean, and its officers, agents and employees as additional insured on all required insurance policies".

6. AMERICAN shall pay all current and applicable city, county, state and Federal taxes, licenses, assessments, including Federal Excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.
7. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause required by the Illinois Human Rights Act.

Page three

8. AMERICAN shall perform duties of refuse collection services at the following COUNTY facilities, as specified in the attached original bid specifications, ("Exhibit A - Bid Specifications"), and AMERICAN'S bid proposal(s), from January 1, 2004, through December 31, 2006, for the following total fees to be paid in 36 equal installments (1/36 of each total fee) to be paid on a monthly basis to AMERICAN by COUNTY.

<u>County Facility:</u>	<u>Total Fee for Three (3) Years:</u>
McLean County nursing Home	\$14,730.00 (Bidder's Proposal 2)
McLean County Highway	\$1,842.00 (Bidder's Proposal 3)
COMLARA Parks & Rec.	\$5,724.00 (Bidder's Proposal 4)
Animal Control	\$1,710.00 (Bidder's Proposal 5A)
Animal Control (As needed)	\$5.00 each (Bidder's Proposal 5B)
Juvenile Detention Center	\$4,770.00 (Bidder's Proposal 6A)
McBarnes Memorial Building	\$3,420.00 (Bidder's Proposal 7)
MetCom	\$864.00 (Bidder's Proposal 9A)

9. AMERICAN warrants all work provided for herein shall be done in a workmanlike manner and all materials provided for herein shall be free from defects and AMERICAN shall promptly repair or replace any items which are defective during the term of this Contract.

10. This Contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required or set forth herein are incorporated herein by reference.

11. No waiver of any breach of this Contract or any provision hereof shall constitute a waiver of any other or further breach of this Contract or any provision hereof.

12. This Contract is severable, and the invalidity, or unenforceability, of any provision of this Contract, or any part hereof, shall not render the remainder of this Contract invalid or unenforceable.

13. This Contract may not be assigned or subcontracted by AMERICAN to any person or entity without the express written consent of COUNTY.

14. COUNTY shall have the option to renew the Contract for another three (3) years. If COUNTY exercises this option, it will so advise AMERICAN at least ninety (90) days prior to the expiration of the Contract. Any change in the Contract terms may be negotiated thereafter.

15. Either party may terminate this Contract upon sixty (60) days written notice to the other party.

Page four

16. This Contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.

17. This Contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this Contract, signed by the parties hereto. COUNTY shall not be liable to AMERICAN for the cost of changes or additions to the work to be performed or the materials to be supplied unless such changes or additions are accepted and approved by COUNTY in a writing approved by and signed by a person with lawful authority by COUNTY to execute such writing.

18. All necessary and ordinary communications, submittals, approvals, requests, and notices related to this Contract shall be issued or received by:

Director, Facilities Management
McLean County
104 W. Front Street
Bloomington, Illinois 61702-2400
Phone: (309) 888-5192

19. Parties agree that the foregoing and the attached document(s) constitute all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date first above noted.

Adopted by the McLean County Board of McLean County, this 22nd day of July, 2003.

Approved:

Michael F. Sweeney, Chairman of the
McLean County Board

Attest:

Peggy Ann Milton, Clerk of the
McLean County Board

Approved:

Authorized Representative
American Disposal Services

Attest:

Secretary of American Disposal Services

ADCON.Doc

CONTRACT FOR RECYCLING COLLECTION AND CARTS SERVICE

This CONTRACT entered into this 22nd day of July, 2003, by and between the County of McLean, a body corporate and politic (hereinafter COUNTY) and MIDWEST FIBER, Inc. (hereinafter MIDWEST FIBER), 422 White Oak Road, Normal, Illinois, 61761, pursuant to the following terms and conditions.

1. MIDWEST FIBER is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of COUNTY in-so-far as the manner and means of performing the services and obligations of this contract. However, COUNTY reserves the right to inspect MIDWEST FIBER'S work and service during the performance of this contract to ensure that this contract is performed according to its terms and conditions. MIDWEST FIBER is obligated to furnish at its own expense, all the necessary labor, tools, supplies, and materials.
2. MIDWEST FIBER shall save and hold COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims or judgements, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity, or property of any kind (including but not limited to choses in action) arising out of or in any way connected with the performance of work or work to be performed under this Contract, and shall indemnify COUNTY for any costs, expenses, judgements and attorney's fees paid or incurred, by or on behalf of COUNTY, and/or its agents and employees, or paid for on behalf of COUNTY and/or its agents and employees, by insurance provided by COUNTY.

MIDWEST FIBER shall further hold harmless COUNTY (including its officials, agents and employees) from liability or claims for any injuries to or death of MIDWEST FIBER'S or any subcontractor's employees, resulting from any cause whatsoever, including protection against any claim of MIDWEST FIBER or any subcontractor for any payments under any worker's compensation insurance carried on behalf of MIDWEST FIBER or any subcontractor and shall indemnify COUNTY for any costs, expenses, judgement's and attorney's fees paid or incurred with respect to such liability or claims by it or on its behalf or on behalf of its agents and employees, whether or not by or through insurance provided by COUNTY.

In the event the COUNTY'S machinery or equipment is used by MIDWEST FIBER or any subcontractor in the performance of the work called for by this Contract, such machinery or equipment shall be considered as being under the sole custody and control of MIDWEST FIBER during the period of such use by COUNTY or any subcontractor, and if any person or persons in the employment of the COUNTY should be used to operate said machinery or equipment during the period of such use, such person or persons shall be deemed during such period of operation to be an employee or employees of MIDWEST FIBER.

Page two

3. MIDWEST FIBER shall comply with all applicable laws, codes, ordinances, rules, regulations, and lawful orders of any public authority that in any manner affect its performance of this Contract.

4. The term of this contract shall be for three (3) years beginning at 12:01 a.m. on January 1, 2004, and terminating at 12:59 p.m. on December 31, 2006.

5. MIDWEST FIBER shall, during the entire term hereof, procure and maintain general liability insurance in a form acceptable to COUNTY, as follows:

- {a} Comprehensive General Liability Insurance including Contractual Liability (which insures MIDWEST FIBER'S obligations under this agreement); all with limits of not less than \$1,000,000.00 per occurrence or accident.
- {b} Motor Vehicle Liability Insurance covering all owned, leased, hired and non-hired motor vehicles with limits of not less than \$1,000,000.00 per accident.
- {c} Worker's Compensation Insurance in accordance with Illinois law.
- {d} Employer's Liability Insurance with limits of not less than \$1,000,000.00 per occurrence.

MIDWEST FIBER shall provide COUNTY a Certificate of Insurance in a form of certificates executed by the respective insurance companies and filed with COUNTY prior to commencing Contract work. Said certificates shall contain a clause to the effect, "for the duration of the Contract, the insurance policy/policies shall be canceled, expired or changed as to amount of coverage only after written notification thirty (30) days in advance to MIDWEST FIBER". In addition, said certificates shall list "the County of McLean, and its officers, agents and employees as additional insured on all required insurance policies".

6. MIDWEST FIBER shall pay all current and applicable city, county, state and Federal taxes, licenses, assessments, including Federal Excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.

7. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause required by the Illinois Human Rights Act.

8. MIDWEST FIBER shall:

- {a} Perform duties of recycling collection services and provide recycling carts at the following COUNTY facilities, as specified in the attached original bid specifications, ("Exhibit A - Bid Specifications"), and MIDWEST FIBER'S bid proposal(s), from January 1, 2004 through December 31, 2006, for the following total fees to be paid in 36 equal installments (1/36 of each total fee) to be paid on a monthly basis to MIDWEST FIBER by COUNTY.

<u>County Facility:</u>	<u>Total Fee for Three (3) Years:</u>
Law and Justice Center	\$1,800.00 (Bidder's Proposal 1B)
Juvenile Detention Center	\$900.00 (Bidder's Proposal 6B)
200 W. Front Street Building	\$1,080.00 (Bidder's Proposal 8B)
MetCom Building	\$900.00 (Bidder's Proposal 9B)

9. MIDWEST FIBER warrants all work provided for herein shall be done in a workmanlike manner and all materials provided for herein shall be free from defects and MIDWEST FIBER shall promptly repair or replace any items (including recycle carts) which are defective during the term of this Contract.
10. This Contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required or set forth herein are incorporated herein by reference.
11. No waiver of any breach of this Contract or any provision hereof shall constitute a waiver of any other or further breach of this Contract or any provision hereof.
12. This Contract is severable, and the invalidity, or unenforceability, of any provision of this Contract, or any part hereof, shall not render the remainder of this Contract invalid or unenforceable.
13. This Contract may not be assigned or subcontracted by MIDWEST FIBER to any person or entity without the express written consent of COUNTY.
14. COUNTY shall have the option to renew the Contract for another three (3) years. If COUNTY exercises this option, it will so advise MIDWEST FIBER at least ninety (90) days prior to the expiration of the Contract. Any change in the Contract terms may be negotiated thereafter.
15. Either party may terminate this Contract upon sixty (60) days written notice to the other party.

Page four

person with lawful authority by COUNTY to execute such writing.

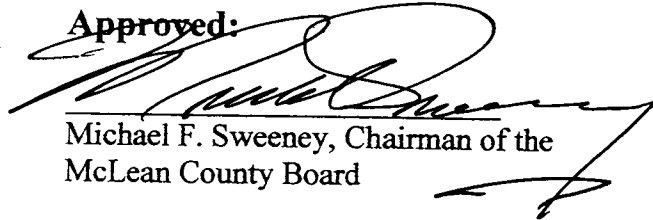
18. All necessary and ordinary communications, submittals, approvals, requests, and notices related to this Contract shall be issued or received by:

Director, Facilities Management
McLean County
104 W. Front Street
Bloomington, Illinois 61702-2400
Phone: (309) 888-5192

19. Parties agree that the foregoing and the attached document(s) constitute all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date first above noted.

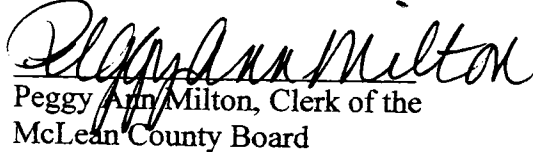
Adopted by the McLean County Board of McLean County, this 22nd day of July, 2003.

Approved:



Michael F. Sweeney, Chairman of the
McLean County Board

Attest:



Peggy Ann Milton, Clerk of the
McLean County Board

Approved:

Authorized Representative
AREA Disposal Services

Attest:

Secretary of AREA Disposal Services

Area Disp Cont 04.Doc

CONTRACT FOR REFUSE COLLECTION SERVICES

This CONTRACT entered into this 22nd day of July, 2003, by and between the County of McLean, a body corporate and politic (hereinafter COUNTY) and Area Disposal Services , RR #2, Box 2166, Clinton, Illinois 61727 (hereinafter AREA), pursuant to the following terms and conditions.

1. AREA is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of COUNTY in-so-far as the manner and means of performing the services and obligations of this contract. However, COUNTY reserves the right to inspect AREA 'S work and service during the performance of this contract to ensure that this contract is performed according to its terms and conditions. AREA is obligated to furnish at its own expense, all the necessary labor, tools, supplies, and materials.

2. AREA shall save and hold COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims or judgements, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity, or property of any kind (including but not limited to choses in action) arising out of or in any way connected with the performance of work or work to be performed under this Contract, and shall indemnify COUNTY for any costs, expenses, judgements and attorney's fees paid or incurred, by or on behalf of COUNTY, and/or its agents and employees, or paid for on behalf of COUNTY and/or its agents and employees, by insurance provided by COUNTY.

AREA shall further hold harmless COUNTY (including its officials, agents and employees) from liability or claims for any injuries to or death of AREA 'S or any subcontractor's employees, resulting from any cause whatsoever, including protection against any claim of AREA or any subcontractor for any payments under any worker's compensation insurance carried on behalf of AREA or any subcontractor and shall indemnify COUNTY for any costs, expenses, judgement's and attorney's fees paid or incurred with respect to such liability or claims by it or on its behalf or on behalf of its agents and employees, whether or not by or through insurance provided by COUNTY.

In the event the COUNTY'S machinery or equipment is used by AREA or any subcontractor in the performance of the work called for by this Contract, such machinery or equipment shall be considered as being under the sole custody and control of AREA during the period of such use by COUNTY or any subcontractor, and if any person or persons in the employment of the COUNTY should be used to operate said machinery or equipment during the period of such use, such person or persons shall be deemed during such period of operation to be an employee or employees of AREA .

Page two

3. AREA shall comply with all applicable laws, codes, ordinances, rules, regulations, and lawful orders of any public authority that in any manner affect its performance of this Contract.

4. The initial term of this contract shall be for three (3) years beginning at 12:01 a.m. on January 1, 2004, and terminating at 12:59 p.m. on December 31, 2006.

5. AREA shall, during the entire term hereof, procure and maintain general liability insurance in a form acceptable to COUNTY, as follows:

- {a} Comprehensive General Liability Insurance including Contractual Liability (which insures AREA 'S obligations under this agreement); all with limits of not less than \$1,000,000.00 per occurrence or accident.
- {b} Motor Vehicle Liability Insurance covering all owned, leased, hired and non-hired motor vehicles with limits of not less than \$1,000,000.00 per accident.
- {c} Worker's Compensation Insurance in accordance with Illinois law.
- {d} Employer's Liability Insurance with limits of not less than \$1,000,000.00 per occurrence.

AREA shall provide COUNTY a Certificate of Insurance in a form of certificates executed by the respective insurance companies and filed with COUNTY prior to commencing Contract work. Said certificates shall contain a clause to the effect, "for the duration of the Contract, the insurance policy/policies shall be canceled, expired or changed as to amount of coverage only after written notification thirty (30) days in advance to AREA ". In addition, said certificates shall list "the County of McLean, and its officers, agents and employees as additional insured on all required insurance policies".

6. AREA shall pay all current and applicable city, county, state and Federal taxes, licenses, assessments, including Federal Excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.

7. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause required by the Illinois Human Rights Act.

Page three

8. AREA shall perform duties of refuse collection services at the following COUNTY facilities, as specified in the attached original bid specifications, ("Exhibit A - Bid Specifications"), and AREA 'S bid proposal(s), from January 1, 2004, through December 31, 2006, for the following total fees to be paid in 36 equal installments (1/36 of each total fee) to be paid on a monthly basis to AREA by COUNTY.

<u>County Facility:</u>	<u>Total Fee for Three (3) Years:</u>
Law and Justice Center	\$12,623.75 (Bidder's Proposal 1A)
200 W. Front Street	\$6,120.00 (Bidder's Proposal 8A)

9. AREA warrants all work provided for herein shall be done in a workmanlike manner and all materials provided for herein shall be free from defects and AREA shall promptly repair or replace any items which are defective during the term of this Contract.

10. This Contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required or set forth herein are incorporated herein by reference.

11. No waiver of any breach of this Contract or any provision hereof shall constitute a waiver of any other or further breach of this Contract or any provision hereof.

12. This Contract is severable, and the invalidity, or unenforceability, of any provision of this Contract, or any part hereof, shall not render the remainder of this Contract invalid or unenforceable.

13. This Contract may not be assigned or subcontracted by AREA to any person or entity without the express written consent of COUNTY.

14. COUNTY shall have the option to renew the Contract for another three (3) years. If COUNTY exercises this option, it will so advise AREA at least ninety (90) days prior to the expiration of the Contract. Any change in the Contract terms may be negotiated thereafter.

15. Either party may terminate this Contract upon sixty (60) days written notice to the other party.

16. This Contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.

17. This Contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this Contract, signed by the parties hereto. COUNTY shall not be liable to AREA for the cost of changes or additions to the work to be performed or the materials to be supplied unless such changes or additions are accepted and approved by COUNTY in a writing approved by and signed by a

Page four

16. This Contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.

17. This Contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this Contract, signed by the parties hereto. COUNTY shall not be liable to MIDWEST FIBER for the cost of changes or additions to the work to be performed or the materials to be supplied unless such changes or additions are accepted and approved by COUNTY in a writing approved by and signed by a person with lawful authority by COUNTY to execute such writing.

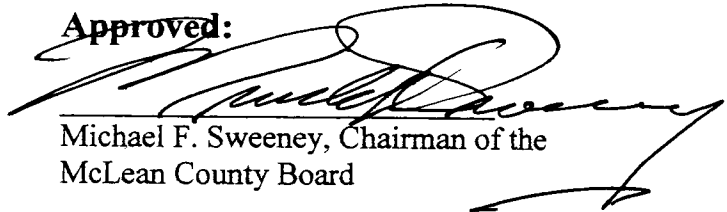
18. All necessary and ordinary communications, submittals, approvals, requests, and notices related to this Contract shall be issued or received by:

Director, Facilities Management
McLean County
104 W. Front Street
Bloomington, Illinois 61702-2400
Phone: (309) 888-5192

19. Parties agree that the foregoing and the attached document(s) constitute all the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date first above noted.

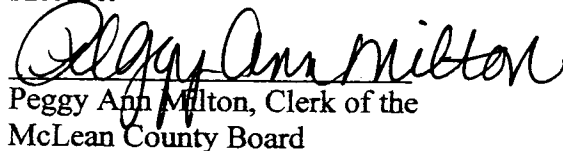
Adopted by the McLean County Board of McLean County, this 22nd day of July, 2003.

Approved:



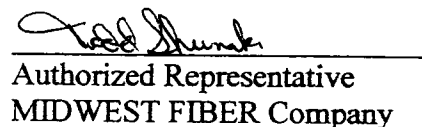
Michael F. Sweeney, Chairman of the
McLean County Board

Attest:



Peggy Ann Milton, Clerk of the
McLean County Board

Approved:



Todd Shunk
Authorized Representative
MIDWEST FIBER Company

Attest:



J. M. Richards
Secretary of MIDWEST FIBER Company



FACILITIES MANAGEMENT
(309) 888-5192 FAX (309) 888-5209
104 W. Front P.O. Box 2400 Bloomington, Illinois 61702-2400

To: Honorable Chairman and Members of the Property Committee
Mr. John M. Zeunik, County Administrator

From: Jack E. Moody, CFM
Director, Facilities Management

Date: July 2, 2003

Subj: **Refuse and Recycling Bids for County Facilities for 2004 - 2006**

On May 16, 2000, the McLean County Board approved and awarded our current three (3) year contract agreements with area firms, for the years 2000 to 2003, for the refuse and recycling collection services for McLean County facilities. Those contracts expire on December 31, 2003. A copy of those fee structures are attached for your review.

We solicited proposals for our refuse and recycling collection services for McLean County facilities for the years 2004 - 2006 and published a legal notice for same in the recognized periodical of general distribution (Pantagraph) as required by law.

On July 1, 2003, at 2:00 p.m. in Room 703 of the Law and Justice Center, as advertised, we conducted a public bid opening for all proposals received. A copy of all bids received are attached for your review.

Attached, is a report entitled "Bid Tabulation Sheet" which lists the proposals we received from three (3) area firms. The bid packet contained 14 separate proposals whereby interested bidders could bid on any or all of the proposals for our refuse and recycling service needs for the years 2004-2006. The bids represented on the enclosed report reflect the fee proposals for the entire three (3) period, in accordance with bid specifications.

Also, attached please find a report entitled "Refuse and Recycling Collection Services for McLean County Facilities: 2004-2006" which lists each low bidder by building, the bid amount for the three-year period, the annual cost, and the monthly cost

Also, attached please find the contracts for these firms for our 2004-2006 needs.

Refuse and Recycling Collection Bids for County Facilities for 2004-2006

July 2, 2003

Page two

We have submitted a complete copy of this packet including all proposed contracts to Mr. Eric T. Ruud, First Assistant States Attorney, for his review.

Staff, therefore, requests and recommends the attached bid proposals and new contracts for the refuse and recycling collection services for the years 2004-2006 be approved by the Property Committee and that this matter appear as an action agenda item at the July County Board meeting.

I am prepared to answer any questions at your convenience.

Thank you for your kind consideration of this matter.

JEM: enclosures

Cc: Mr. Eric T. Ruud, First Assistant States Attorney

TRASHMEMO.doc

Three Year Contracts for Refuse and Recycle for January 2001 to December 2003:

<u>Bid #</u>	<u>Building:</u>	<u>Type of Service:</u>	<u>Firm:</u>	<u>Monthly Fee:</u>
1A	LJC	Refuse & Cardboard	American Disposal	\$250.00
1B	LJC	Office Paper Recycle	Weyerhaeuser	50.00
2	Nursing Home	Refuse & Cardboard	American Disposal	270 + 30 = \$300.00
3	Highway	Refuse & Cardboard	American Disposal	51.00
4	COMLARA	Refuse & Cardboard	American Disposal	140.00
5A	Animal	Refuse & Cardboard	American Disposal	42.00
5B	Animal	Carcasses (as needed)	American Disposal	3.00 each
6A	JDC	Refuse & Cardboard	American Disposal	95.00
6B	JDC	Office Paper Recycle	Weyerhaeuser	25.00
7	McBarnes	Refuse & Cardboard	American Disposal	65.00
8A	200 W. Front	Refuse & Cardboard	American Disposal	135.00
8B	200 W. Front	Office Paper Recycle	Weyerhaeuser	30.00
9A	MetCom	Refuse & Cardboard	American Disposal	22.00
9B	MetCom	Office Paper Recycle	Weyerhaeuser	25.00

Trashfees01.Doc

Bid Tabulation Sheets: Refuse and Recycle Bid Opening July 1, 2003
For January 2004 to December 2006:

Three Year Pricing:

Bid #		Area	American	Midwest
<u>Building:</u>	<u>Type of Service:</u>	<u>Disposal:</u>	<u>Disposal:</u>	<u>Fiber:</u>
1A LJC	Refuse & Cardboard	<u>12,623.75</u>	<u>13,506.00</u>	<u>No Bid</u>
1B LJC	Office Paper Recycle	<u>No Bid</u>	<u>No Bid</u>	<u>1,800.00</u>
2 Nursing Home	Refuse & Cardboard	<u>15,620.49</u>	<u>14,730.00</u>	<u>No Bid</u>
3 Highway	Refuse & Cardboard	<u>3,300.00</u>	<u>1,842.00</u>	<u>No Bid</u>
4 COMLARA	Refuse & Cardboard	<u>8,669.38</u>	<u>5,724.00</u>	<u>No Bid</u>
5A Animal	Refuse & Cardboard	<u>1,902.00</u>	<u>1,710.00</u>	<u>No Bid</u>
5B Animal	Carcasses (as needed)	<u>No Bid</u>	<u>5.00 each</u>	<u>No Bid</u>
6A JDC	Refuse & Cardboard	<u>4,860.00</u>	<u>4,770.00</u>	<u>No Bid</u>
6B JDC	Office Paper Recycle	<u>No Bid</u>	<u>No Bid</u>	<u>900.00</u>
7 McBarnes	Refuse & Cardboard	<u>3,600.00</u>	<u>3,420.00</u>	<u>No Bid</u>
8A 200 W. Front	Refuse & Cardboard	<u>6,120.00</u>	<u>6,756.00</u>	<u>No Bid</u>
8B 200 W. Front	Office Paper Recycle	<u>No Bid</u>	<u>No Bid</u>	<u>1,080.00</u>
9A MetCom	Refuse & Cardboard	<u>2,520.00</u>	<u>864.00</u>	<u>No Bid</u>
9B MetCom	Office Paper Recycle	<u>No Bid</u>	<u>No Bid</u>	<u>900.00</u>

TrashBid Tab Sheets04.Doc

Refuse and Recycling Collection Services for McLean County Facilities: 2004-2006

<u>Facility:</u>	<u>Service:</u>	2004-2006		Three-Year		2004-2006	
		<u>Vendor:</u>	<u>Contract Price:</u>	<u>Cost:</u>	<u>Monthly Cost:</u>	<u>Cost:</u>	<u>Monthly Cost:</u>
LJC	Recycling	Midwest Fiber	\$1,800.00	\$600.00	\$50.00	\$600.00	\$50.00
LJC	Refuse/Cardboard	Area Disposal	12,623.75	4,207.92	350.66	4,207.92	350.66
Nurs Home	Refuse/Cardboard	American Disp.	14,730.00	4,910.00	409.17	4,910.00	409.17
Highway	Refuse/Cardboard	American Disp.	1,842.00	614.00	51.17	614.00	51.17
COMLARA	Refuse/Cardboard	American Disp.	5,724.00	1,908.00	159.00	1,908.00	159.00
Animal Con.	Refuse/Cardboard	American Disp.	1,710.00	570.00	47.50	570.00	47.50
Animal Con.	Carcasses (as needed)	American Disp.	5.00 each				
JDC	Refuse/Cardboard	American Disp.	4,770.00	1,566.67	130.56	1,566.67	130.56
JDC	Recycling	Midwest Fiber	900.00	300.00	25.00	300.00	25.00
McBarnes	Refuse/Cardboard	American Disp.	3,420.00	1,140.00	95.00	1,140.00	95.00
200 W. Front	Refuse/Cardboard	Area Disposal	6,120.00	2,040.00	170.00	2,040.00	170.00
200 W. Front	Recycling	Midwest Fiber	1,080.00	360.00	30.00	360.00	30.00
MetCom	Refuse/Cardboard	American Disp.	864.00	288.00	24.00	288.00	24.00
MetCom	Recycling	Midwest Fiber	900.00	300.00	25.00	300.00	25.00

Members Bostic/Gordon moved the County Board approve a Request for Approval of Garbage and Recycling Bids and Award of a Three Year Contract for County Facilities - Facilities Management. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic, Chairman, presented the following:



Master Energy Services Agreement

Master Agreement # 2028

This Master Energy Services Agreement, hereinafter referred to as "Base Contract" or "Agreement", entered into by and between Vanguard Energy Services, L.L.C. ("Vanguard Energy Services") and McLean County ("Customer"), from time to time referred to individually and collectively as "Party" and "Parties", establishes legally binding terms and conditions to govern the sale and purchase of natural gas ("gas") and services delivered by Vanguard Energy Services to Customer.

1. PRICE: The commodity price during the Term of this Agreement shall be priced at a variable rate equal to \$0.01 per therm above the actual weighted average cost of gas ("WACOG") purchased by Vanguard Energy Services, at Customer's utility and scheduled to flow during that month, for the express purpose of balancing Vanguard Energy Services retail aggregation pools, and adjusted for unaccounted for gas as determined by Customer's local distribution company, plus a monthly Vanguard Energy Services service fee of \$80.00 unless an executed Exhibit A(s) specifies other quantity and pricing terms.

2. TERM: For purposes of this Agreement, the "Effective Date" shall be the first (1st) day of September, 2003 unless service can not yet be established with the Customer's Local Distribution Company, in which case the Effective Date shall be effective date of service as determined by Customer's Local Distribution Company ("LDC"). The term of this Agreement shall begin on the Effective Date and shall extend through the last day of August, 2005, unless otherwise terminated in accordance with the terms of this Agreement. * Upon termination, this agreement shall continue to apply to all exhibits then in effect until the obligations pursuant to the executed exhibits are completed. In the event Vanguard Energy Services requires any material changes to be made to this Agreement (other than any changes to the credit, financial or payment terms), Vanguard Energy Services shall provide Customer with at least seventy-five (75) days prior written notice. All proposed changes shall become effective seventy-five days following the date Vanguard Energy Services sent said notice to Customer unless Customer provides Vanguard Energy Services with written notice rejecting said proposed changes, no more than fifteen (15) days from the date of Customer's receipt of the change notice from Vanguard Energy Services. In the case of Customer rejecting said proposed changes, Vanguard Energy Services may terminate this Agreement via written notice of such intention to Customer.

3. AGENCY/SERVICE: Customer hereby appoints Vanguard Energy Services to act as its exclusive agent and agrees to purchase and receive from Vanguard Energy Services one hundred percent (100%) of Customer's gas requirements and or service(s) throughout the term of this Agreement or in any executed Exhibit A. As such, Customer authorizes Vanguard Energy Services to a) receive Customer's LDC account information throughout the term of this Agreement in addition to any historic account information that may be made available by Customer's LDC; b) make any and all necessary and/or required rate and tariff selections; c) execute any contracts that may be required by LDC for provision of service.

4. COMMODITY/SERVICE: Vanguard Energy Services agrees to provide natural gas and services at Customer's facilities as set forth in the Exhibit B which is attached hereto. Vanguard Energy Services will provide firm natural gas deliveries to Nicor Gas and Peoples Gas Light & Coke up to a Maximum Daily Contract Quantity (MDCQ) as determined by the Customer's LDC. Vanguard Energy Services will provide on a best efforts basis volumes in excess of the MDCQ.

5. CUSTOMER REPRESENTATIONS AND BASIC OBLIGATIONS: Customer represents that any and all of the information Customer has provided and shall provide to Vanguard Energy Services is true and correct. Customer will subscribe to and make payment for any and all reasonable and necessary LDC transportation, storage and/or banking services that LDC requires Customer to maintain in order to receive service from Vanguard Energy Services, hereunder. In the event Customer's facilities lack any equipment required by Customer's LDC necessary to Customer's receipt of service from Vanguard Energy Services, Customer will install, or cause to be installed, make payment for and maintain said equipment. Customer will provide periodic meter readings to Vanguard Energy Services upon request. Customer will also provide Vanguard Energy Services with reasonable, advance written notice of any events and/or operational changes that may affect Customer's gas usage.

6. PAYMENT & TAX CONSIDERATIONS: Customer shall make timely payment to Vanguard Energy Services for all gas and related services provided to Customer pursuant to the terms contained herein. Customer is obligated to make full payment of all amounts due to Vanguard Energy Services on or before the due date indicated on Customer's invoice from Vanguard Energy Services. Unless otherwise directed by Vanguard Energy Services, in its sole discretion, Customer shall make payment to Vanguard Energy Services via a bank check, bank draft, money order or electronic funds transfer. Any payments from Customer that are received after the due date indicated on Customer's account statement shall be deemed a late payment and result in Customer being assessed a late payment fee equal to one and one-half percent (1½%) multiplied by Customer's total past due balance, per month. This late payment fee will also apply to any past due balances arising out of disputed amounts that are eventually found to have been disputed in error. In the event that Customer disputes a charge contained in any account statement, Customer must still make payment in full, to Vanguard Energy Services, of the amount stated as due on said account statement. Vanguard and Customer will work together to resolve said dispute. Customer shall be responsible for any and all taxes, fees or charges imposed on the sale or subsequent use of the gas at or after said delivery to Customer's LDC, as well as any and all taxes, fees or charges imposed on any and all gas or services covered by this Agreement that may be levied after the Agreement's Effective Date. Should the LDC not provide Vanguard Energy Services with timely volume information, Vanguard at its discretion will bill Customer on an estimate and subsequently adjust future invoices for the Customers actual volumes.

7. FINANCIAL ASSURANCES: Customer shall meet Vanguard Energy Services credit requirements at all times throughout the term of this Agreement and shall promptly make available to Vanguard Energy Services any financial information, as requested by Vanguard Energy Services, for purpose of its credit evaluation(s) relative to this Agreement and the financial commitments contained herein. Vanguard Energy Services may require adequate assurance of Customer's ability to meet its financial obligations under the Agreement at any time throughout the term of this Agreement and may at any time, in its sole discretion, require additional assurances including without limitation the implementation of a parental guaranty, letters of credit, prepayment or deposit in a form reasonably acceptable to Vanguard Energy Services. In the event Customer shall a) make an assignment or any general arrangement for the benefit of creditors; b) default in the payment or performance of any obligation under this Agreement; c) file a petition or otherwise commence, authorize, or acquiesce in the commencement proceeding or cause under any bankruptcy or similar law for the protection from creditors or have such a petition filed or proceeding commenced against it; d) otherwise become bankrupt or insolvent; e) becomes unable to pay its debts as they become due; or f) fail to provide Vanguard Energy Services with adequate assurances that Vanguard Energy Services deems sufficient to deem itself secure relative to Customer's ability to satisfy its financial obligations under this Agreement within twenty-four (24) hours of such a request by Vanguard Energy Services, then, without prior notice, Vanguard Energy Services shall have the unilateral right to suspend or withhold its performance hereunder or terminate this Agreement, in addition to any and all other remedies available herein or pursuant by law. In the event that Customer has any outstanding amounts due to Vanguard Energy Services and Vanguard Energy Services is required to either pursue legal means of collection or refers said outstanding amounts to a collection agency, Customer shall be responsible for any and all legal fees and other costs of collection that Vanguard Energy Services incurs in order to collect on said delinquent balance in Customer's account.

8. TERMINATION: If Customer does not comply with any terms of this Agreement (including any representations contained herein) or fails to make timely payments for gas and services rendered hereunder, Vanguard Energy Services reserves the right, in its sole discretion, to terminate this Agreement upon five (5) days written notice of such intention to Customer. In the event of any such default by Customer that results in early termination of this Agreement, Customer shall be responsible for any costs, expenses or charges incurred by Vanguard Energy Services as a result of said early termination, including, without limitation, any losses incurred upon the liquidation of gas supplies that had previously been dedicated to Customer's account.

9. UTILITY TARIFFS AND REGULATIONS: If any regulatory changes arise that may adversely affect Vanguard Energy Services ability to perform under this Agreement, i.e. change in tariffs, rules or procedures of Customer's LDC or of the transporting pipelines utilized by Vanguard Energy Services to perform hereunder, then Vanguard Energy Services may, at its sole discretion, amend or terminate this Agreement, upon written notice to Customer.

10. ENTIRETY: This Agreement, any Appendix, Confirmations, Riders or Exhibits attached hereto executed in accordance with this Agreement constitute the entire agreement between the Parties with respect to the services and all other subject matter hereof and merges all prior and contemporaneous communications, and supersedes all prior oral and written agreements between the Parties regarding the subject matter of this Agreement. Unless otherwise specifically stated in this Agreement, or clearly intended by this Agreement's terms, any terms in any Appendix, Confirmations, Riders and Exhibits that conflict with any terms in this Agreement shall be ineffective and without force, and the terms of this Agreement shall take priority over any such Appendix, Confirmations, Riders and Exhibits.

11. MISCELLANEOUS: The term "Agreement" constitutes the entire agreement of the Parties, including applicable Exhibits which are hereby incorporated into this Agreement by reference. Vanguard Energy Services may assign this Agreement or any of its rights or obligations without the prior written consent of the Customer. This Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. The Parties acknowledge that title to all gas shall pass outside the State of Illinois. This agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois without regard to conflict of law principles. Customer agrees not to disclose any term of this Agreement to a third-party (other than Customer's affiliates, officers, directors, employees, accountants, lenders, or counsel) except as necessary for Customer to perform its obligations herein or to comply with any applicable law, regulation, or order. Vanguard Energy Services performance under this Agreement shall be interrupted for Acts of God, or events of any Force Majeure which renders Vanguard Energy Services unable to carry out, in whole or part, its obligations under this Agreement in the manner stated in this Agreement. Neither party shall be liable to the other for any damages caused or occasioned by Force Majeure. Vanguard Energy Services shall indemnify and hold Customer harmless for excess storage charges and unauthorized use charges as imposed by Customer's utility up to the Maximum Daily Contract Quantity specified by Customer's utility, which are caused by Vanguard Energy Services failure to perform under the terms of this Agreement, subject to Sections 5 and 7. In the event any provision in this Agreement is determined to be invalid or unenforceable, that determination shall not render the entire Agreement invalid or unenforceable. Customer shall indemnify and hold Vanguard Energy Services harmless for any losses, liabilities, damages, claims or costs (including attorney's fees) from any and all persons or entities resulting from or out of Customer's failure to comply with the terms and conditions of this Agreement and/or as a result of Customer's negligence hereunder. Notwithstanding any of the foregoing, in no event shall Vanguard Energy Services be liable to Customer for any special, indirect, or consequential damages, of any kind, arising out of or in any way related to performance or non-performance of the obligations contained herein.

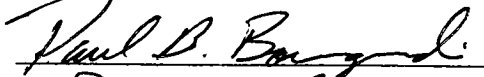
12. NOTICES: Any correspondence provided for in this Agreement or any notice which one Party may give to the other shall be in writing and considered duly delivered upon receipt, if sent by facsimile, telex, courier or overnight delivery service, or first-class mail to the other Party, addressed as follows:

Vanguard Energy Services, L.L.C.	CUSTOMER:	McLean County
850 East Diehl Rd	Contact Name:	Jack Moody
Suite 142	E-Mail Address:	jack@mclean.gov
Naperville, IL 60563	Address:	104 West Front Street
Phone Number: 630-955-1500	City / State / Zip:	Bloomington, IL 61702
Facsimile Number: 630-955-0989	Phone Number:	309-888-5192
	Facsimile Number:	309-888-5209
	Billing Address:	Same As Above
	City / State / Zip:	

IN WITNESS WHEREOF, the parties have executed this Agreement. All signed copies of this Agreement shall be deemed originals. This Agreement shall be effective upon execution on behalf of Vanguard Energy Services and Customer by their duly authorized representatives.

VANGUARD ENERGY SERVICES, L.L.C.

Signed:



By:

Paul B. Boueardis

Title:

Managing Partner

Date:

7/29/03

CUSTOMER:

McLean County

Signed:



By:

Michael F. Sweeney

Title:

Chairman, McLean County Board

Date:

July 22, 2003



VMI- EXHIBIT "A"

Exhibit # 2028 -A- 1

This Exhibit "A" is made and entered into by and between Vanguard Energy Services, L.L.C. ("Vanguard Energy Services") and McLean County ("Customer"), establishes legally binding terms and conditions to govern the sale and purchase of natural gas ("gas") and services delivered by Vanguard Energy Services to Customer.

In addition to the terms and conditions contained herein, this document is governed by the terms and conditions contained in the executed Master Energy Services Agreement (Vanguard Energy Services Agreement # 2028 dated 1st day of September, 2003 by and between Vanguard Energy Services and Customer, which is incorporated herein and made a part hereof.

Customer will receive one total bill for service which includes items (1), (2), (3), (4) as shown below. If a billing period spans more than one calendar month, commodity costs will be prorated based on the applicable forecasted volumes and the applicable monthly Vanguard Energy Services weighted average cost of gas (WACOG).

Vanguard Energy Services agrees to sell and deliver, and Customer agrees to purchase and receive volumes of gas delivered by Vanguard Energy Services to Customer's LDC for Customer's account at Customer's facilities as listed within Exhibit B, attached hereto.

Pricing as set forth below shall become effective on the 1st day of September, 2003 and extend through the last day of August, 2005.

1. COMMODITY PRICING: Monthly commodity price during the Term of this Agreement shall be priced at \$0.01 per therm above the Vanguard Market Index for the applicable contracted volumes listed below, notwithstanding customer's actual metered gas consumption, and adjusted for unaccounted gas as determined by Customer's local distribution company. In the event that Customer's monthly metered gas consumption is greater than the contracted volumes stated below, Vanguard Energy Services will charge Customer for those additional volumes at a price equal to \$0.01 per therm above the actual weighted average cost of gas ("WACOG") purchased by Vanguard Energy Services, and scheduled to flow during that month, for the express purpose of balancing Vanguard Energy Services retail aggregation pools. In the event Customer's monthly metered gas consumption is less than the contracted volumes stated below, Vanguard Energy Services will credit back those deficient volumes to customer at \$0.01 per therm below the actual weighed average sales price ("WASP") of gas sold by Vanguard Energy Services, and scheduled to flow during that month, for the express purposed of balancing Vanguard Energy Services retail aggregation pools.

2. LOCAL GAS DISTRIBUTION UTILITY CHARGES: Customer will be responsible for payment of monthly LDC charges as issued by the utility. If applicable, Vanguard Energy Services will include any charges not billed directly to customer by utility for facilities specified in Exhibit B.

3. VANGUARD ENERGY SERVICES SERVICE FEE: \$80.00 monthly.

4. TAXES: All applicable taxes.

5. VOLUMES: The Customer's contracted (indexed) volumes as well as the applicable unit of measure associated with this transaction shall be as follows:

MONTHLY VOLUME COMMITMENTS - UNIT OF MEASURE (THERMS)							
JAN	78,610	FEB	65,010	MAR	59,830	APR	40,680
MAY	23,240	JUN	15,840	JUL	15,520	AUG	18,350
SEP	17,810	OCT	35,750	NOV	51,900	DEC	73,150

6. MISCELLANEOUS: In the event Vanguard Energy Services is directed by Customer's LDC to either increase or decrease gas deliveries as a result of a 'Critical Day', whether for Customer's actual or historically potential gas consumption as determined by Customer's LDC, Customer agrees that it shall be responsible for any and all incremental costs, expenses, charges, damages or liabilities incurred by Vanguard Energy Services as a result of Vanguard Energy Services' compliance with said Customer's LDC directive as applied to Customer's account. In the event that the index above is not available, the parties will mutually agree upon an alternate index.

Customer may convert to fixed pricing for any future term and for any portion of the volume at anytime during the term of this agreement.

In Witness whereof, the Parties acknowledge that they have heretofore executed this Transaction Confirmation to the Master Energy Services Agreement, as well as any necessary and applicable Exhibit(s) and Rider(s), which are hereby incorporated herein by reference and made a part hereto.

VANGUARD ENERGY SERVICES, L.L.C.

Signed:

By:

Title:

Date:

Paul B. Bougas
Paul B. Bougas
Managing Partner
7/29/03

CUSTOMER: McLean County

Signed:

By:

Title:

Date:

Michael F. Sweeney
Michael F. Sweeney
Chairman, McLean County Board
July 22, 2003



EXHIBIT "B"

Exhibit # 2028B-1

In addition to the terms and conditions contained herein, this document is governed by the terms and conditions contained in the executed Master Energy Services Agreement (Vanguard Energy Services Agreement # 2028 dated 1st day of September, 2003 by and between Vanguard Energy Services and Customer, which is incorporated herein and made a part hereof.

Vanguard Energy Services agrees to sell and Customer agrees to purchase 100% of Customer's natural gas requirements and or energy related services for all facilities listed below:

Customer: McLean County

Contact person: Jack Moody

Telephone: 309-888-5192

Local Distribution Company: Nicor Gas

Facility Name	Account Number	Meter Number	Service Address City, State, Zip	Current Rate	New Rate	Phone Line
McLean County Nursing Fairview Building	621849500	2836530	901 North Main Street, Normal	74	-	-
McLean County Detention Center	621849510	2793130	905 North Main Street, Normal	74	-	-
McLean County Detention Center	621849561	2835808	903 North Main Street, Normal	74	-	-
McLean Law Justice Center	615799502	3891408	108 West Front Street, Bloomington	74	-	-
McLean County Courthouse	615799510	2748952	200 N Main Street, Bloomington	74	-	-
200 West Front Building	615799561	2384863	200 W Front Street, Bloomington	74	-	-
McLean County Hwy Dept	606809800	2962520	ES Towanda Barnes Rd 1/2 Mile S Rt9, Bloomington	74	-	-
McBarnes Building	639829503	3145427	201 East Grove St, Bloomington	74	-	-
Government Center	615799653	2794214	115 E Washington Bloomington	74	-	-

In Witness whereof, the Parties acknowledge that they have heretofore executed this Transaction Confirmation to the Master Energy Services Agreement, as well as any necessary and applicable Exhibit(s) and Rider(s), which are hereby incorporated herein by reference and made a part hereto.

VANGUARD ENERGY SERVICES, L.L.C.

Signed:

By:

Paul B. Bougasis

Title:

Managing Partner

Date:

7/29/03

CUSTOMER: McLean County

Signed:

By:

Michael F. Sweeney

Title:

Chairman, McLean County Board

Date:



Facilities Management

104 W. Front Street, P.O. Box 2400

Bloomington, Illinois 61702-2400

(309) 888-5192 voice

(309) 888-5209 FAX jack@McLean.gov

To: The Honorable Chairman and Members of the Property Committee
Mr. John M. Zeunik, County Administrator

From: Jack E. Moody, CFM
Director, Facilities Management

Date: July 10, 2003

Subj: Natural Gas Contract

On April 17, 2001, McLean County entered into a two-year, fixed price, natural gas contract with NICOR Energy which expired on May 31, 2003, for eight County owned and operated facilities, under a Rate 74 contract for a fixed rate of \$0.578 cents per therm. These facilities include:

McLean County Law and Justice Center
McLean County Museum of History
Fairview Building
McLean County Juvenile Detention Center

McLean County Health Department
McBarnes Building
McLean County Nursing Home
McLean County Highway Department.

On May 31, 2001, McLean County entered into a similar two-year natural gas contract which expired on June 30, 2003, for Government Center at \$0.4595 cents per therm, under the nominations for this facility, using Rate 74.

On April 1, 2003, prior to the expiration of both contracts, NICOR Energy was purchased by ACCENT Energy effective on April 1, 2003.

In 2002, our gas purchases for these nine buildings totaled \$323,402.85, under the two NICOR Energy Rate 74 contracts. These facilities total 696,110 s.f., so the calculated cost per s.f. for natural gas was \$0.46. This is consistent with the industry average for government sector facilities located in the midwest for gas purchases in 2002. We are projecting the need for 500,000 terms a year with the opening of Government Center in 2004.

Natural Gas Contract

July 10, 2003

Page two

NICOR Gas owns and operates the natural gas pipelines which "transports" natural gas to customers, while NICOR Energy "supplied" the natural gas as our natural gas supplier during 2002 and for several years. Distribution charges are incurred each month from NICOR Gas while gas supply charges are incurred each month from NICOR Energy. ACCENT Energy now owns NICOR Energy.

A customer can buy gas from NICOR Gas, however the cost per therm would be the highest price available because the cost per therm would be the cost of gas at the Citygate in Chicago. Therefore, it behooves any commercial gas customer to buy gas from another source, ie. a natural gas supplier. Under our Rate 74 plan with NICOR Energy, all nine gas meters are read electronically by the gas supplier via a modem and phone line.

We contacted the four (4) gas supplier companies who do business in Central Illinois and are permitted to sell gas in this area and invited them to submit their best proposals. I shall explain each proposal in detail.

ACCENT Energy:

ACCENT Energy, under a Rate 74 plan, is proposing to sell us gas at "\$0.035 cents per therm above the published bidweek average as determined for the particular month of delivery by NGI for gas deliveries to the Chicago Citygate, adjusted for utility charges that may include but are not limited to, unaccounted for gas and pooling fees, as applicable, plus a monthly service fee of \$200.00 and any applicable taxes".

Additionally, ACCENT Energy states that "in the event that the County's monthly allocated gas receipts exceed the monthly forecasted quantities (nominations), those additional therms will be sold to the County at a price equal to \$0.0354 per therm above the straight average of the daily Midpoint as published by *Gas Daily* in its "Daily Price Survey" (the spot gas market) as reported for Chicago Citygates. In the event the County's monthly allocated gas receipts are less than forecasted quantities, you will receive a credit for those therms not used equal to \$0.01 per therm below the straight average of the daily midpoint as published by *Gas Daily* in its "Daily Price Survey" as reported for Chicago Citygates". The NGI stands for "Natural Gas Intelligence" or the average of the first three of the final five trading days of a given month for the next month's rate.

CORN BELT:

This is a Rider 25 proposal. Our meters are not read electronically. They will be read by NICOR Gas every other month. CORN BELT proposes "a price per therm is a variable rate based on the weighted average price (WAP) at the Chicago Citygate. The per therm price also includes storage and balancing charges, programs fees, applicable taxes and fees, if any, and a margin of \$0.029 cents per therm for all accounts. If market conditions are ever favorable in the future for CORN BELT, they state they may offer the

Natural Gas Contract

July 10, 2003

Page three

opportunity to convert to a fixed price." They charge no monthly service fee because this is not a Rate 74 plan. (No electronic metering.)

ProLiance:

ProLiance, located in Chicago, Illinois, proposes an "NGI monthly index plus \$0.007 cents per therm with the right to trigger fixed price/volume at anytime during the term of the agreement". The ProLiance proposal offers more risk due to the exposure to penalties for storage management. They offer a one or two year agreement. This is a Rate 74 plan.

VANGUARD:

Vanguard proposes "a variable rate equal to \$0.01 per therm above the actual weighted average cost of gas (WACOG)" and a service fee of \$80.00 per month. Referring to the Vanguard "Cost Comparison Spreadsheet" enclosed, and for the projected 500,000 therms and under this pricing, the cost of natural gas will cost \$244,632.00, or \$14,324 less than straight NGI pricing, under this Rate 74 plan.

Summary:

The days of "inexpensive natural gas" may be gone. The cost of natural gas this week on the NYMEX has been hovering around \$0.60 cents per therm and is rising. Projected gas costs are expected to settle in at the mid \$0.60's over the next 24 months. No one can sell gas for less than that under any plan. Gas storage is depleted and being built back up, but we are not there yet. Fixed pricing is no longer perfectly reasonable because of the dips in gas prices over the winter, which cannot be counted on or even forecasted and make a fixed price gas contract not as attractive. We experienced this kind of price vs. market cost this past year when gas prices went to the \$0.30's and we were paying almost \$0.60 cents per therm under our fixed rate contract.

For your further information, enclosed is a copy of a June 2, 2003, article on future projected natural gas supplies and costs, which includes comments by Chairman Alan Greenspan of the Federal Reserve.

In order to provide an objective "side by side" comparison of the four proposals, please see Attachments 1 and 2 enclosed herein.

Attachment 1 compares our actual gas usage history for 2002 under all four proposals. Using the quoted price under each proposal and factoring our actual 2002 gas used for our facilities, Vanguard would have been the lowest cost at \$158,655.18 for the gas supplied with an annual service fee of \$960.00 and adding the distribution charges associated with that gas at \$37,104.73, using actual therms of 489,307 our final cost would have been \$196,719.91. Please see Attachment 2 for the side by side comparison which summarizes all the cost information on Attachment 1.

Natural Gas Contract
July 10, 2003
Page four

Because our natural gas contracts are expiring and we need to get protected for pricing for the upcoming winter so we will not end up paying NGI pricing for gas, and because we have examined proposals from four natural gas suppliers in depth, we therefore request and recommend Vanguard Energy Services at the pricing proposed.

We will be able to budget for FY 2004 for natural gas more accurately than with the other proposals and save more money with Vanguard.

Mr. Joe Cooper of Vanguard Energy is here this evening to answer any questions you may have regarding their proposal.

Thank you for your kind consideration of this matter.

JEM:
Enclosures

Cc: Mr. Eric T. Ruud, First Assistant States Attorney

Attachment I

Provider over Index	McLean County Historical Usage	NGI Historical Price	Market Index Historical Price	ProLance \$ 0.007	Corn Belt \$ 0.029	Accept, \$ 0.035	Vanguard \$ 0.010	Usage x (Market Index + 0.1)
Index								
Jan-02	75,216	\$ 0.2690	\$ 0.2665	\$ 0.2760	\$ 0.2980	\$ 0.3040	\$ 0.2765	\$ 20,797.22
Feb-02	61,654	\$ 0.2040	\$ 0.2040	\$ 0.2110	\$ 0.2330	\$ 0.2380	\$ 0.2140	\$ 13,193.96
Mar-02	62,031	\$ 0.2410	\$ 0.2410	\$ 0.2480	\$ 0.2700	\$ 0.2760	\$ 0.2510	\$ 15,569.78
Apr-02	39,336	\$ 0.3420	\$ 0.3420	\$ 0.3490	\$ 0.3710	\$ 0.3770	\$ 0.3520	\$ 13,846.27
May-02	30,581	\$ 0.3420	\$ 0.3340	\$ 0.3490	\$ 0.3710	\$ 0.3770	\$ 0.3440	\$ 10,520.17
Jun-02	12,556	\$ 0.3370	\$ 0.3120	\$ 0.3440	\$ 0.3660	\$ 0.3720	\$ 0.3220	\$ 4,042.53
Jul-02	12,610	\$ 0.3270	\$ 0.2808	\$ 0.3340	\$ 0.3560	\$ 0.3620	\$ 0.2908	\$ 3,667.11
Aug-02	15,308	\$ 0.2900	\$ 0.2553	\$ 0.2970	\$ 0.3190	\$ 0.3250	\$ 0.2653	\$ 4,061.21
Sep-02	17,911	\$ 0.3200	\$ 0.3050	\$ 0.3270	\$ 0.3490	\$ 0.3550	\$ 0.3150	\$ 5,641.25
Oct-02	38,288	\$ 0.3670	\$ 0.3270	\$ 0.3740	\$ 0.3960	\$ 0.4020	\$ 0.3370	\$ 12,903.06
Nov-02	56,373	\$ 0.4360	\$ 0.4360	\$ 0.4430	\$ 0.4650	\$ 0.4710	\$ 0.4460	\$ 25,142.36
Dec-02	67,443	\$ 0.4240	\$ 0.4240	\$ 0.4310	\$ 0.4530	\$ 0.4590	\$ 0.4340	\$ 29,270.26
Commodity	489,307							\$ 150,655.10
								\$ 174,549.20

Distribution Cost Breakdown per Building

Provider	ProLance	Corn Belt	Accent	Vanguard
Rate	Rider 25	Customer Select	Rate 74	Rate 74
Fairview Bldg	\$ 2,450.91	\$ 2,040.45	\$ 2,210.05	\$ 2,210.05
County Nursing	\$ 9,286.59	\$ 8,829.63	\$ 6,716.58	\$ 6,716.58
Detention Center	\$ 3,534.26	\$ 3,130.00	\$ 3,003.71	\$ 3,003.71
Justice Center	\$ 14,457.41	\$ 14,551.17	\$ 9,847.29	\$ 9,847.29
County Courthouse	\$ 3,581.25	\$ 3,147.75	\$ 3,020.54	\$ 3,020.54
West Front Bldg	\$ 3,771.79	\$ 3,414.85	\$ 3,189.04	\$ 3,189.04
Highway Dept.	\$ 2,049.97	\$ 1,650.45	\$ 1,914.02	\$ 1,914.02
McBarnes Bldg	\$ 2,858.73	\$ 2,487.46	\$ 2,514.37	\$ 2,514.37
Government Center	\$ 6,505.77	\$ 4,836.96	\$ 4,689.13	\$ 4,689.13
Total 2002				
Distribution Costs	\$ 48,496.68	\$ 44,088.72	\$ 37,104.73	\$ 37,104.73

Attachment 2

McLean County Natural Gas Budget Per Proposal

	Provider	ProLiance	Corn Belt	Accent	Vanguard
	Annual				
	Consumption				
	2002 (Therms)	489,307	489,307	489,307	489,307
	Index	NGI	NGI	NGI	Market Index
	Cost Per Therm				
	over the Index	0.007	0.029	0.035	0.010
	Historical				
	Annual Dollar				
	Cost				
A	(Attachment 1)	\$ 160,848.59	\$ 171,613.35	\$ 174,549.19	\$ 158,655.18
	Monthly Service				
	Fee	\$ -	\$ -	\$ 200.00	\$ 80.00
	Annual Service				
	Fee Cost	\$ -	\$ -	\$ 2,400.00	\$ 960.00
	Total				
	Commodity				
	Costs	\$ 160,848.59	\$ 171,613.35	\$ 176,949.19	\$ 159,615.18
	Nicor Gas				
	Distribution		Customer		
	Rate	Rider 25	Select	Rate 74	Rate 74
	Estimated				
	Distribution				
	Costs	\$ 48,496.68	\$ 44,088.72	\$ 37,104.73	\$ 37,104.73
	Total Natural				
	Gas Costs				
	(Estimate)	\$ 209,345.27	\$ 215,702.07	\$ 214,053.92	\$ 196,719.91
D + E					

8-2-03

Tight natural gas supplies worrisome

ASSOCIATED PRESS

NEW YORK — Although natural gas is primarily a winter fuel, the industry is getting an unusually high level of attention as summer rolls around because supplies are tight and prices are soaring.

This is traditionally the period when demand tapers off and the industry is able to replenish inventories with cheap fuel. But this year, industry and government officials are worrying that supplies might still be inadequate by the time the next home-heating season begins.

At the very least, the fuel being injected into underground storage facilities these days is unseasonably expensive, a cost utilities are likely to pass along to homeowners, industry officials said.

As with most issues confronting the energy business, this one intersects with environmental policy. Natural gas executives have for years complained that their ability to meet the nation's demand is impaired by regulatory red tape and a lack of access to federal lands, especially in the Rockies. Under the circumstances, industry officials believe that argument will now carry more weight in Congress.

The rumblings about the root causes of the current shortfall — dwindling domestic production coupled with a cold winter in natural-gas consuming regions of the country — reached a wider audience when Federal Reserve Chairman Alan Greenspan raised them before Congress.

Greenspan described the difficulty the natural gas industry is having as a "very serious problem" that could have negative consequences for the rest of the U.S. economy, particularly the manufacturing sector, which relies on natural gas to generate power.

"Working gas in storage is presently at extremely low levels," Greenspan testified, "and the normal seasonal rebuilding of these inventories seems to be behind the schedule ..."

In fact, the industry has pursued an intentionally cautious approach ever since the summer of 2001, when record-high prices prompted a flurry of drilling that resulted in a supply glut as the economy sputtered. As prices plummeted below \$3 per 1,000 cubic feet, drilling activity dried up and chastened executives vowed to be more circumspect.

Sure enough, the surplus disappeared and supplies tightened. Other factors contributing to the rising price of natural gas have been increased exports to Mexico and a decline in Canadian production — the first time that has happened in nearly two decades.

Futures prices are now hovering above \$6 per 1,000 cubic feet and natural gas drilling activity is on the rise again, but it takes anywhere from 6 to 9 months for such activity to show up in storage levels.

There is plenty of time to reach the November inventory target of 3 trillion cubic feet, said William Trapman, a natural gas analyst at the Energy Information Administration.

Members Bostic/Owens moved the County Board approve a Request for Approval of a Master Natural Gas Contract for County Facilities - Facilities Management. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic, Chairman, presented the following:

OFFICE LEASE

THIS LEASE is made this 20th day of June, 2003, by and between State Farm Mutual Automobile Insurance Company, an Illinois corporation (hereinafter referred to as "Landlord"), and the County of McLean, Illinois (hereinafter referred to as "Tenant").

In consideration of the rental specified below and the covenants hereinafter stipulated, Landlord does hereby lease to Tenant and Tenant leases from Landlord the Building containing approximately 11,047 square feet and the lot on which it is located situated in the City of Bloomington, County of McLean, State of Illinois, and with the address of 304 N. Hershey Road.

The Building, the lot and all improvements and appurtenances therein, is herein called "the Premises."

1. TERM

- 1.01. The term of the Lease is for 120 days and shall commence on the 20th day of June, 2003, or on such earlier date as Tenant may take possession of the Premises, and shall end on October 18, 2003. Notwithstanding the above stated term and the provisions of Article 18.01(a) below, Tenant may terminate this Lease prior to October 18, 2003 upon 30 days written notice provided to Landlord in accordance with the provisions of Article 20 below.

2. POSSESSION

- 2.01. Landlord agrees to cause the Premises to be completed in accordance with the plans, specifications and agreements approved by both parties. Approval of plans, specifications and agreements by Landlord shall not be construed as a representation that they are suitable for Tenant's intended use or are in compliance with any laws or regulations.
- 2.02. If permission is given to Tenant to occupy the Premises prior to the date specified for commencement of the term hereof, such occupancy shall be subject to all of the provisions of this Lease.
- 2.03. Tenant's taking possession shall be conclusive evidence as against the Tenant that the Premises were in good order and satisfactory condition when Tenant took possession.

3. RENT

- 3.01. Tenant shall pay Landlord a monthly rent of one dollar (\$1.00), in lawful money of the United States which shall be legal tender at the time of payment, in advance on the 20th day of each calendar month during said term, at the office of Landlord or at such other place as Landlord may from time to time so designate in writing, except that the first month's rent shall be paid upon the execution hereof. Said rental shall be paid without deduction or set off. The installment of

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rent payable for any portion, less than all, of a calendar month shall be a pro rata portion of the installment payable for a full calendar month.

4. HOLDING OVER

- 4.01. Without Landlord's consent, Tenant shall have no right to hold over after the expiration of the term of this Lease. If with Landlord's consent, Tenant holds over after the termination of this Lease, Tenant shall become a tenant from month-to-month only, upon each and all of the terms herein provided as may be applicable to such month-to-month tenancy and any such holding over shall not constitute an extension of this Lease. In such event, Tenant shall continue in possession until Tenant or Landlord shall have given to the other party a written notice of its intention to terminate such tenancy. Such written notice must be given no less than thirty (30) days prior to said termination date.

5. USE

- 5.01. Tenant shall use and occupy the Premises for Tenant's customary business operations and for no other purpose.
- 5.02. Tenant shall:
- a. Not use or permit upon the Premises anything that would invalidate any policies of insurance now or hereafter carried on the Building or that will increase the rate of insurance on the Premises or on the Building;
 - b. Pay all extra insurance premiums which may be caused by the use which Tenant shall make of the Premises;
 - c. Not in any manner deface or injure the Premises or any part thereof or overload any floor of the Premises.
 - d. Not do anything or permit anything to be done upon the Premises in any way tending to create a nuisance, or tending to disturb the occupants of neighboring property, or tending to injure the reputation of the Premises.
 - e. Comply with all governmental, health and police requirements and regulations respecting the Premises.
 - f. Not use the Premises for lodging or sleeping purposes or for any immoral or illegal purpose, nor conduct or permit to be conducted upon the Premises any activity contrary to any of the laws of the United States of America or laws, regulations or ordinances of the state, county, or municipality in which the Premises is situated, nor commit or suffer to be committed any waste upon the Premises.
 - g. Comply with Rules And Regulations as attached hereto as Exhibit "A."

6. BUILDING SERVICES

- 6.01. Landlord shall provide all water, electricity, heat and air conditioning required for Tenant's use. Tenant shall procure and pay for its own vending, garbage disposal and janitorial services. Landlord shall not be liable under any circumstances for loss, however occurring, through or in connection with or incidental to any interruption as to any of the foregoing, unless such cessation or interruption is caused by the knowing and intentional acts of the Landlord.
- 6.02. Tenant will not, without the written consent of Landlord, use any apparatus or device in the Premises using electric current in excess of 220 volts, nor connect, except through existing electrical outlets in the Premises or water pipes, any apparatus or device for the purposes of using electric current, water or other utilities.

7. CARE OF PREMISES

- 7.01. Tenant, at Tenant's own expense, shall take good care of the Premises and shall promptly repair all damages to the Premises and replace or repair any damaged or broken fixtures and appurtenances which are made necessary as a result of any use, misuse, neglect or negligence of Tenant, its employees or invitees. Landlord shall, however, maintain the landscaping and mow the lawn and maintain and repair ceilings, walls, floors; all doors, windows and plate glass; plumbing, pipes and fixtures; electrical wiring, switches, fixtures and equipment including lighting replacement for building standard lights and Premises exterior lighting; heating, ventilating and air conditioning equipment; fire sprinkler suppression and detection equipment; security wiring and equipment. Tenant shall maintain and repair any furniture, fixtures and improvements installed by or for Tenant. Landlord may, but shall not be required to do so, enter the Premises at all reasonable times to make any repairs as Landlord shall desire or deem necessary to the Premises or to any equipment located in the Premises or as Landlord may be required to do by the order or decree of any court or by any governmental authority.
- 7.02. Landlord shall repair and maintain the building exterior walls, foundations, roof and roofing, sidewalks, driveways and parking lot, except to the extent the repair and maintenance arises from any misuse, neglect or negligence of Tenant, its employees, or invitees. Landlord shall pay for or make replacements to the heating, ventilating, air conditioning equipment and fire sprinkler suppression equipment of a capital nature as reasonably determined by Landlord, except to the extent the replacements arise from any misuse, neglect or negligence of Tenant, its employees, or invitees. Landlord shall not be liable for any failure to make any repairs, replacements or to perform any maintenance until Landlord is given written notice of the need for such repairs, replacements or maintenance, and unless Landlord fails within a reasonable period of time, to commence such repairs, replacements, perform such maintenance, or to use due diligence in completing Landlord's obligations. There shall be no liability of Landlord by

reason of any entry to or interference with Tenant's business arising from the making of any repairs in or to any portion of the Premises or to fixtures, appurtenances and equipment therein. Tenant waives the right to make repairs at Landlord's expense under any provision of statutory or common law now or hereafter in effect.

- 7.03. If during the term of this Lease, Landlord should make any alteration or addition to said Premises, Landlord, at its sole cost and expense, agrees to comply with applicable requirements of Title III of the Americans With Disabilities Act (Act) Public Law 101-336 (July 26, 1990) and any regulations promulgated pursuant thereto. Tenant shall at Tenant's sole cost and expense (but subject to Landlord's prior written approval, which shall not be unreasonably withheld), make each and every alteration or addition to the Premises required to bring the Premises into compliance with the requirements imposed by the Act and any regulations promulgated pursuant thereto during the term of this Lease, and any period of holding over by Tenant ("ADA Requirements"), if
- a. The requirement for such alteration or addition arises as a result of:
 - (1) Any alteration or addition by Tenant.
 - (2) Any violation by Tenant of any ADA Requirements.
 - (3) A special use of the Premises or any part thereof by Tenant or any assignee or subtenant of Tenant (including but not limited to use for a facility which constitutes, or if open to the public generally would constitute, a "place of public accommodation" under the ADA Requirements).
 - (4) The special needs of the employee(s) of Tenant or any assignee or subtenant of Tenant.
 - b. The ADA requirements would otherwise make Tenant rather than Landlord primarily responsible for making such alteration or addition. In the event the Act or any regulations promulgated pursuant thereto requires alterations, other than those set forth above, then Landlord shall make the alterations.

8. ASSIGNMENT AND SUBLETTING

- 8.01. Tenant shall not, either voluntarily or by operation of law, sell, assign, hypothecate or transfer this Lease, or sublet the Premises or any part thereof, or permit the Premises or any part thereof to be occupied by anyone other than Tenant or Tenant's employees, including those of its affiliates, without the prior written consent of Landlord in each instance. Landlord's consent may be withheld in its sole and absolute discretion. Any sale, assignment, mortgage, transfer or subletting of this Lease which is not in compliance with the provisions of this Section 9 shall be voidable and shall, at the option of Landlord terminate this Lease. The consent by Landlord to any assignment or subletting shall not be

construed as relieving Tenant from obtaining the express written consent of Landlord to any further assignment or subletting or as releasing Tenant from any liability or obligation hereunder, whether or not then accrued.

9. ALTERATIONS

- 9.01. Tenant shall make no alterations, additions or improvements (including initial tenant improvements) to the Premises without the prior written consent of Landlord. Landlord may impose, as a condition of such consent, such requirements as Landlord in its sole discretion may deem reasonable or desirable, including, without limiting the generality of the foregoing, requirements as to the manner in which, the time or times at which, and the contractor by whom such work shall be done. Any such consent by Landlord shall be for its own purposes and shall not be a representation that such alterations, additions, and improvements are in compliance with any codes, ordinances, regulations or laws nor that they are suitable for Tenant's use.
- 9.02. All such alterations, additions, and improvements shall become the property of Landlord and shall be surrendered with the Premises, as a part thereof, at the end of the term hereof. Notwithstanding anything herein to the contrary, Tenant shall be allowed, at the termination of this Lease, to remove all of Tenant's furniture, equipment and personal property, provided Tenant is not in default of this Lease.

10. CERTAIN RIGHTS RESERVED BY LANDLORD

- 10.01. Landlord shall have the following rights, exercisable without notice or giving rise to any claim for set off or abatement of rents:
- a. To change the Premises' name or street address.
 - b. To designate and/or approve any and all signs at the Premises.
 - c. To designate and/or approve, prior to installation, all types of window shades, blinds, drapes, awnings, window ventilators and other similar equipment.
 - d. To show the Premises to prospective tenants at reasonable hours and if vacated by Tenant, to prepare the Premises for re-occupancy.
 - e. To retain at all times, and to use in appropriate instances, keys to all doors within and into the Premises. No lock shall be changed and no new lock shall be installed without the prior written consent of Landlord.
 - f. To make repairs, alterations, additions or improvements, whether structural or otherwise, in and about the Premises or in any part thereof and for such purposes to enter upon the Premises and during the continuance of any such work, to temporarily close doors, entryways, and corridors in the Premises and to interrupt or temporarily suspend building services and facilities, all

without abatement of rent or affecting any of Tenant's obligations hereunder so long as the work does not materially interfere with Tenant's use of the Premises.

- g. To have and retain a paramount title to the Premises, free and clear of any act of Tenant purporting to burden or encumber it.
- h. To grant or deny to anyone the right to conduct any business or render any service in or to the Premises, provided such exclusive right shall not operate to exclude Tenant from the use expressly permitted herein.
- i. To require all furniture and similar items to be moved into and/or out of the Premises only at such times and in such manner as Landlord shall direct in writing. Movements of Tenant's property into or out of the building and within the Premises are entirely at the risk and responsibility of Tenant and Landlord reserves the right to require permission before allowing any such property to be moved into or out of the Premises.

11. DAMAGE TO PROPERTY; INJURY TO PERSONS; INSURANCE

- 11.01. Tenant shall indemnify and hold Landlord harmless from any and all claims arising from Tenant's use of the Premises, from the conduct of its business or from any activity, work, or thing done, permitted or suffered by Tenant in or about the Premises, and shall further indemnify and hold Landlord harmless from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of Tenant, or of its agents or employees, and from all costs, attorneys' fees, expenses and liabilities incurred as a result of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by counsel satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons, in, upon, or about the Premises from any cause which does not result from the negligence or intentional acts of Landlord or anyone for whom Landlord is responsible.
- 11.02. Landlord or anyone authorized to act for Landlord shall not be liable for any damage to property entrusted to employees of the Premises nor for loss of or damage to any property by theft or otherwise, nor for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Building or from the pipes, appliances or plumbing works therein, or from the roof, street or subsurface, or from any other place resulting from dampness or any other cause whatsoever which does not result from the negligent or intentional acts of Landlord. Landlord or its manager shall not be liable for interference with the natural light, nor shall Landlord be liable for any defect in the Premises. Tenant

shall give prompt notice to Landlord of any fire, accident or defect discovered upon the Premises.

11.03. Tenant agrees to carry at its own expense throughout the term of the Lease, commercial general liability insurance insuring both Landlord and Tenant against all claims, demands or actions arising out of or in connection with Tenant's use or occupancy of the Premises, or by the condition of the Premises with a combined single limit of liability of \$1,000,000, or, in the alternative, \$1,000,000 per person and \$1,000,000 per occurrence for bodily injury or death and \$1,000,000 per occurrence for property damage. Tenant shall deliver a Certificate of Insurance to Landlord prior to the date of occupancy of the Premises and said insurance policy shall list and protect Landlord and Tenant as their interests may appear and shall contain an endorsement stating that the insurer agrees to give no less than thirty (30) days prior written notice to Landlord in the event of modification or cancellation thereof.

11.04. Tenant shall be responsible for its own personal property insurance.

12. FIRE OR CASUALTY

12.01. If any part of the Premises shall be damaged by fire or other casualty, Tenant shall give prompt written notice thereof to Landlord. In the event the Premises (including machinery and equipment used in its operation) are destroyed or damaged by fire or other casualty to the extent that said Premises cannot be repaired within thirty (30) days after Landlord receives such notification thereof, then either Landlord or Tenant shall have the option to terminate this Lease by giving written notice to the other within fifteen (15) days after the occurrence of the damage or destruction.

12.02. If this Lease is not terminated as provided in Section 13.01, Landlord shall proceed to complete the necessary restoration or repairs with reasonable promptness, and this Lease shall continue in effect.

12.03. Landlord shall not be obligated to repair any damage by fire or other cause or to make any repairs or replacements of any items or leasehold improvements originally installed by Tenant.

13. ACCESS

13.01. Landlord and anyone authorized by Landlord shall have the right to enter the Premises at all reasonable times for the purpose of examining or inspecting the same, showing the same to prospective purchasers or tenants of the Premises and making such alterations, repairs, improvements or additions to the Premises as Landlord may deem necessary or desirable. If Tenant shall not personally be present to open and permit an entry into the Premises at any time when such entry by Landlord is necessary or permitted hereunder, Landlord may enter by means of a master key or may enter forcibly, without liability to Tenant, except for

any failure to exercise due care of Tenant's property, and without breaching the terms of this Lease.

14. CONDEMNATION

- 14.01. If the whole of the Premises shall be taken or condemned by any governmental authority for any public use or sold to prevent the exercise thereof (collectively, a "taking"), this Lease shall automatically terminate as of the date of such taking. In the event of a taking of such portion of the Premises as shall, in the opinion of Landlord, substantially interfere with the operation thereof, the term of this Lease shall end on the date when the possession of the part so taken shall be required for such use or purpose and Landlord shall be entitled to receive the entire award without any payment to Tenant. Current rent shall be apportioned as of the date of such termination.
- 14.02. In the event of a taking which does not result in the termination of this Lease, Landlord shall with reasonable diligence make repairs or restoration only to those portions of the Premises that were originally provided at Landlord's expense. The repair and restoration of items in the Premises not provided at Landlord's expense shall be the obligation of Tenant.

15. THIS ARTICLE IS INTENTIONALLY LEFT BLANK BY AGREEMENT.

16. ENVIRONMENTAL

- 16.01. Tenant (including its employees, agents, contractors, or invitees) shall not cause or permit the release, discharge or disposal, nor the presence, use, transportation, generation or storage of any hazardous material (as hereafter defined) in, on, under, about, to or from the Premises other than the use of such materials in de minimus quantities reasonably necessitated by their regular business activities and utilized in conformance with all applicable laws.
- 16.02. Tenant further agrees and covenants to Landlord the following:
- a. To comply with all Environmental Laws in effect, or which may come into effect, applicable to the Tenant or Tenant's use and occupancy of the Premises;
 - b. To immediately notify Landlord, in writing, of any existing, pending or threatened (i) investigation, inquiry, claim or action by any governmental authority in connection with any Environmental Laws; (ii) third party claims; (iii) regulatory actions; and/or (iv) contamination of the Premises.
 - c. Tenant shall, at Tenant's expense, investigate, monitor, remediate, and/or clean up any Hazardous Material or other environmental condition on, about, or under the Premises created as a result of Tenant's use or occupancy of the Premises;

- d. To keep the Premises free of any lien imposed pursuant to Tenant's responsibility, under this Article 19.
- e. To indemnify, defend, and save Landlord harmless from and against any and all claims (including personal injury, real, or personal property damage), actions, judgments, damages, penalties, fines, costs, liabilities, interest, or attorneys' fees that arise, directly or indirectly, from Tenant's violation of any Environmental Laws resulting in the presence of any Hazardous Materials on, under or about the Premises.

16.03. The Tenant's obligations, responsibilities, and liabilities under this Article shall survive the expiration of this Lease.

16.04. For purposes of this Article the following definitions apply:

- a. "Hazardous Materials" shall mean: (1) any "hazardous waste" and/or "hazardous substance" defined pursuant to any Environmental Laws; (2) asbestos or any substance containing asbestos; (3) polychlorinated biphenyls; (4) lead; (5) radon; (6) pesticides; (7) petroleum or any other substance containing hydrocarbons; (8) any substance which, when on the Premises, is prohibited by Environmental Laws; and (9) any other substance, material, or waste which, (i) by any Environmental Laws requires special handling or notification of any governmental authority in its collection, storage, treatment, or disposal or (ii) is defined or classified as hazardous, dangerous or toxic pursuant to any legal requirement.
- b. "Environmental Laws" shall mean: any and all federal, state and local laws, statutes, codes, ordinances, regulations, rules or other requirements, relating to human health or safety or to the environment, including, but not limited to, those applicable to the storage, treatment, disposal, handling and release of any Hazardous Materials, all as amended or modified from time to time.

17. WAIVER

17.01. No waiver by Landlord of any provision of this Lease or any breach by Tenant hereunder shall be deemed to be a waiver of any other provision hereof, or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act of Tenant whether or not similar to the act so consented to or approved. No act done by Landlord or anyone authorized by Landlord during the term of this Lease shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept such surrender shall be valid unless in writing and signed by Landlord. No employee of Landlord or of anyone authorized by Landlord shall have any power to accept the keys to the Premises prior to the termination of this Lease, and the delivery of the

keys to any such employee shall not operate as a termination of the Lease or a surrender of the Premises.

- 17.02. Except as provided in Article 22 relating to Landlord's remedies, Tenant hereby expressly waives the service of any notice of intention to terminate this Lease or to re-enter the Premises and waives the service of any demand for payment of rent or for possession and waives the service of any other notice or demand prescribed by any statute or other law.

18. DEFAULTS; REMEDIES; EARLY TERMINATION

- 18.01. The occurrence of any one or more of the following events shall constitute a material default ("Default") and breach of this Lease by Tenant:

- a. The vacating or abandonment of the Premises by Tenant.
- b. The failure of Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of five (5) days after written notice thereof from Landlord to Tenant.
- c. The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, other than described above, where such failure shall continue for a period of fifteen (15) days after written notice thereof from Landlord to Tenant.

- 18.02. In the event of any Default by Tenant, at any time thereafter, and without limiting Landlord in the exercise of any other right or remedy which Landlord may have by reason of such Default or breach, Landlord may; (a) choose not to reenter but to hold Tenant responsible for all terms of this Lease, (b) reenter the Premises and terminate this Lease and hold Tenant responsible for all damages resulting from the breach; or (c) reenter the Premises, keep this Lease in force, and attempt to relet the Premises on behalf of Tenant as Tenant's agent. Upon reentering the Premises, Landlord may relet the Premises or any part thereof for such term, on such conditions and at such rental as Landlord may deem advisable with the right to make alterations and repairs to the Premises. Landlord may remove therefrom all automobiles, signs and other property, and such property may be removed and stored in any place for the account and at the expense and risk of Tenant or, in the alternative, such property may be otherwise disposed of by Landlord. Tenant hereby waives all claims for damages which may be caused by the reentry of Landlord and taking possession of the Premises, or the removing or storage of the property as herein provided, and will indemnify and save Landlord harmless from any loss, cost or damages occasioned thereby, and no such reentry shall be considered or construed to be forcible entry or detainer.

19. SURRENDER OF POSSESSION

- 19.01. Upon the termination of this Lease and the term hereby created or upon the termination of Tenant's right of possession, whether by lapse of time or at the option of Landlord as aforesaid, Tenant will at once surrender possession of the Premises to Landlord in good order, repair and condition, ordinary wear and tear or loss by casualty excepted. Without limiting the generality of the foregoing, Tenant agrees to remove, at the termination of this Lease, the items of furniture, equipment and personal property to which Tenant is entitled under Article 10 hereof. 19.02. All damage to the Premises caused by Tenant's moving of property in or out of the Premises, including damage to floors due to overloading, shall be fully repaired at Tenant's sole cost and expense. If Tenant shall fail or refuse to remove all such property from the Premises, Tenant shall be conclusively presumed to have abandoned the same, and the title thereto shall thereupon pass to Landlord without any cost either by set off, credit allowance or otherwise, and Landlord may, at its option, accept the title to such property, or, at Tenant's expense, (a) remove the same or any part thereof in any manner that Landlord shall choose and (b) either store or otherwise dispose of the same without incurring liability to Tenant or any other person.

20. NOTICES

- 20.01. All notices to be given by one party to the other under this Lease shall be in writing, mailed or delivered to each as follows:

a. To Landlord: State Farm Insurance Companies
One State Farm Plaza, Corporate Law Department, E-3
Bloomington, IL 61710
Attention: James R. Engelman

b. To Tenant: County of McLean
McLean County Law & Justice Center
104 West Front Street, Suite 701
PO Box 2400
Bloomington, IL 61702-2400
ATTN: John M. Zeunik

- 20.02. Mailed notices shall be sent by United States certified or registered mail, postage prepaid. Such notices shall be deemed to have been given upon posting in the United States mail.

21. INABILITY TO PERFORM

- 21.01. This Lease and the obligations of either party hereunder shall not be affected or impaired because said party is unable to fulfill any of its obligations hereunder or is delayed in doing so, if such inability or delay is caused by reason of any strike, other labor dispute or other cause beyond the reasonable control of said party. The foregoing shall be inapplicable to the payment of rent by Tenant.

22. OPTION TO RENEW

- 22.01 In the event Tenant is not then in default in any of its obligations under this lease, Landlord hereby grants to Tenant an option to renew this lease for sixty (60) days on the same terms, conditions and for the same rental amount as the initial lease term. To exercise this option, Tenant shall give Landlord 30 days written notice of Tenant's intention to renew the lease.

23. MISCELLANEOUS

- 23.01. All rights and remedies of Landlord under this Lease shall be cumulative and none shall exclude any other rights and remedies allowed by law.
- 23.02. The provisions hereof shall apply without regard to the number or gender of words and expressions used herein.
- 23.03. Each of the provisions of this Lease shall extend to and shall, as the case may require, bind or inure to the benefit, not only of Landlord and of Tenant, but also their respective heirs, legal representatives, successors and assigns, provided this clause shall not permit any assignment contrary to the provisions of Article 9 hereof.
- 23.04. Submission of this instrument for examination shall not bind Landlord in any manner, and no Lease or obligation of Landlord shall arise until this instrument is signed and delivered by Landlord and Tenant.
- 23.05. No rights to light or air over any property, whether belonging to Landlord or any other person, are granted to Tenant by this Lease.
- 23.06. Clauses, plats and riders, if any, signed by Landlord and Tenant and endorsed on or affixed to this Lease are a part hereof.
- 23.07. Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.
- 23.08. The article captions contained in this Lease are for convenience only and shall not be considered in the construction or interpretation of any provision hereof.
- 23.09. This Lease, including exhibits, contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no

prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

23.10. This Lease shall be governed by and controlled pursuant to the laws of the state in which the Premises are situated. It is acknowledged and agreed that Landlord shall not be deemed to be a "government contractor" as a result of this lease.

23.11. In the event of any legal action or proceeding brought by either party against the other out of this Lease in any manner whatsoever, the prevailing party shall be entitled to recover reasonable attorneys' fees incurred in such action and such amount shall be included in any judgment rendered in such proceeding.

23.12. It is acknowledged and understood that the Building is a smoke free building.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease to be effective the day and year first above stated.

TENANT:

COUNTY OF MCLEAN, ILLINOIS

LANDLORD:

STATE FARM MUTUAL
AUTOMOBILE INSURANCE COMPANY

BY:

John M. Jewell

BY:

[Signature]

ITS:

McLean County Administrator

ITS:

Asst. V.P.

Rules And Regulations (Exhibit A)

EXHIBIT "A"

RULES AND REGULATIONS

The rules and regulations set forth in this Exhibit shall be and hereby are made a part of the Lease (the "Lease") to which they are attached. Whenever the term "Tenant" is used in these rules and regulations, it shall be deemed to include Tenant, its employees or agents and any other persons permitted by Tenant to occupy or enter the Premises. The following rules and regulations may from time to time be modified by Landlord.

1. Tenant shall not conduct directly or indirectly any auction upon the Premises, or permit any other person to conduct an auction upon the Premises. Tenant shall not conduct malodorous activities in or about the Premises or the building.
2. No cooking shall be done upon the Premises, except as expressly approved by Landlord, provided, however, that the heating, refrigerating, and preparing of beverages and light snacks shall be permitted if there are appropriate facilities and equipment for such purposes. All electrical equipment used by Tenant shall be U.L. approved. Nothing shall be done or permitted and nothing shall be brought into or kept upon the Premises which would impair or interfere with any of the Building services or the proper and economic heating, cooling, cleaning, or other servicing of the Building or the Premises, nor shall there be installed by Tenant any ventilating, air-conditioning, electrical, or other equipment of any kind, that, in the judgment of Landlord, might cause any such impairment or interference.
3. Tenant shall not install or operate any steam or gas engine or boiler, upon the Premises. The use of oil, gas, or inflammable liquids for heating, lighting, or any other purpose is expressly prohibited. Explosives or other articles deemed extra hazardous shall not be brought upon the Premises. Tenant shall not use any other method of heating than that supplied by Landlord.
4. Tenant must observe strict care not to leave the Premises interior exposed to the elements, and for any default or carelessness in this respect, Tenant shall make good all injuries or damages sustained to the Premises and Landlord. In this regard, it is Tenant's responsibility to see that all windows are closed prior to leaving the Premises each day.
5. Should Tenant desire to place in the Building any unusually heavy equipment, including, but not limited to, large files, safes, and electronic data processing equipment, Tenant shall first obtain written approval of Landlord to place such items within the Building and for the proposed location in which such equipment is to be installed. Landlord shall have the power to prescribe the weight and position of any equipment that may exceed the weight load limits of the building.

structure, and may further require, at Tenant's expense, the reinforcement of any flooring on which such equipment may be placed, and/or to have an engineering study performed to determine such weight and position of equipment, to determine added reinforcement required, and/or determine whether or not such equipment can be safely placed within the Building. Landlord shall not be responsible for the loss of or damage to such furniture or equipment from any cause. There shall not be used in the Building, either by Tenant or by jobbers or others, in the delivery or receipt of merchandise, any hand trucks, except those equipped with rubber tires and side guards.

6. Tenant shall not place additional locks or bolts of any kind upon any of the doors or windows of the Premises and no lock on any door therein shall be changed or altered in any respect. Duplicate keys (if applicable) shall be procured only from Landlord, which may make a reasonable charge therefor. Upon the termination of a Tenant's Lease, all keys of the Premises shall be delivered to Landlord.
7. If the Premises become infested with vermin, Tenant, at his sole expense, shall cause the Premises to be exterminated, from time to time, to the satisfaction of Landlord.
8. Landlord shall have the right to prohibit any advertising by Tenant that, in Landlord's opinion, tends to impair the reputation of the Premises or its desirability as a building or offices and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising.
9. The sidewalks, entries, passages, and driveways shall not be obstructed or used by Tenant, for any other purpose than ingress and egress to and from the respective building.
10. No animals, birds, or pets of any kind shall be allowed upon the Premises other than might be required for the seeing or hearing impaired. Animals for this purpose shall not be domiciled overnight on the Premises.
11. The water closets, urinals, waste lines, vents, or flues of the Building shall not be used for any purpose other than those for which they were constructed, and no rubbish, acids, vapors, newspapers, or other such substances of any kind shall be thrown into them. The expense caused by any breakage, stoppage, or damage resulting from a violation of this rule by Tenant, shall be paid by Tenant.
12. No television antenna or satellite dish installation shall be made upon the Premises, without the Landlord's approval in writing.
13. Except as permitted by Landlord, Tenant shall not mark upon, paint signs upon, cut, drill into, drive nails or screws into, or in any way deface the walls, ceilings, partitions, or floors of the Premises or of the Building and the repair cost of any defacement, damage, or injury caused by Tenant, shall be paid for by Tenant. Pictures, posters, calendars and like materials shall be hung on tacks,

magnets or small nails. Tenant shall not use adhesive hangers or tape for such purposes.

14. All glass, lighting fixtures, locks, and trimmings in or upon the doors and windows of the Premises shall be kept whole and whenever any part thereof shall be broken through any cause, the same shall immediately be replaced or repaired at Tenant's expense.
15. Tenant shall not go upon the roof of the Building, nor make any installations upon or through the roof or walls of the Building, without the prior written consent of Landlord.

Landlord reserves the right to rescind any of these rules and to make such other and further rules and regulations as in its judgment may from time to time be needful for the safety, care, and cleanliness of the Premises; such other and further rules, however, will not be inconsistent with the proper and rightful enjoyment by Tenant under this Lease.

Members Bostic/Moss moved the County Board approve a Request for Approval of a Lease Agreement for 304 North Hershey Road, Bloomington, Illinois - County Administrator's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic stated the following: our General Report is located on page 184-196 and I think special note should be made of our Lease on 304 North Hershey. That is the State Farm Building that they have so graciously allowed us to use for a minimal cost to the taxpayers of McLean County. Thank you State Farm. Chairman Sweeney stated the following: you are absolutely right. We owe a lot to a lot of people that have offered their services through this whole ordeal. We have accumulated a list of all the people that have sent us information and have sent letters out to them but we have not, at least at this stage, given you all of the information in regards to who those players were.

JUSTICE COMMITTEE:

Member Renner, Chairman, presented the following:

An ORDINANCE of the McLean County Board
Establishing and Enacting Drug and Alcohol Testing Fees for Offenders
Sentenced to Probation or Conditional Discharge

WHEREAS, pursuant to 730 *Illinois Compiled Statutes 5/5-6-3 (g)*, the McLean County Board has authority to enact an Ordinance for the purpose of establishing reasonable fees to defray the costs of court-ordered drug and alcohol testing; and,

WHEREAS, pending the approval of an Ordinance of the McLean County Board Establishing Drug and Alcohol Testing Fees, the Chief Judge of the Eleventh Circuit Court has prepared Administrative Order 2003-13 ordering that offenders sentenced to probation or conditional discharge after conviction of certain offenses pay a drug and alcohol testing fee; and,

WHEREAS, the Justice Committee, at its regular meeting on Monday, July 7, 2003, recommended approval of an Ordinance Establishing and Enacting Drug and Alcohol Testing Fees for offenders sentenced to probation or conditional discharge; now, therefore,

BE IT ORDAINED by the McLean County Board, now meeting in regular session, as follows:

- (1) Pursuant to 730 *Illinois Compiled Statutes 5/5-6-3 (g)*, the McLean County Board hereby establishes the following Drug and Alcohol Testing Fees for offenders sentenced to probation or conditional discharge after conviction of certain offenses:

Drug and Alcohol Testing Fee: \$ 7.00 per drug/ \$ 28.00 maximum fee

- (2) The McLean County Board hereby establishes that the fees established by this Ordinance shall be paid to the office of the McLean County Circuit Clerk.
- (3) The McLean County Board hereby establishes that the fees established by this Ordinance shall be ordered and collected as of the effective date of the Chief Judge's Administrative Order 2003-13.
- (4) The McLean County Board hereby directs the County Clerk to forward a certified copy of this Ordinance to the Chief Judge of the Eleventh Circuit Court, the McLean County Circuit Clerk, and the Director of the Court Services Office.

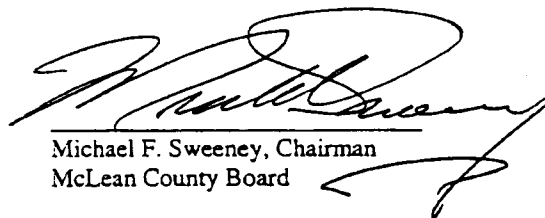
ADOPTED by the McLean County Board this 22nd day of July, 2003.

ATTEST:

APPROVED:



Peggy Ann Milton, Clerk of the McLean County Board,
McLean County, Illinois



Michael F. Sweeney, Chairman
McLean County Board

Members Renner/Rackauskas moved the County Board approve a Request for Approval of an Ordinance for the Establishment of Drug and Alcohol Testing Fees in McLean County - Court Services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS DEPARTMENT OF PUBLIC AID
AND THE MCLEAN COUNTY CLERK OF THE CIRCUIT COURT**

Pursuant to the authority granted by Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, the Illinois Department of Public Aid, hereinafter referred to as the Department, and the McLean County Office of the Clerk of the Circuit Court, hereinafter referred to as the Circuit Clerk, in consideration of the mutual covenants contained herein, agree as follows:

PART I - SCOPE AND DEFINITIONS

- A. This Intergovernmental Agreement (Agreement) applies to IV-D matters only unless otherwise specifically provided.
- B. The terms and conditions relating to the funding provisions of this Agreement are set forth in **Part III** and Exhibit 1 which Exhibit is incorporated by reference as if fully set forth herein.
- C. The term IV-D is defined as set forth in 89 Illinois Administrative Code 160.10(a).
- D. The term "KIDS" is defined as the Department's successor child support enforcement computer system (Key Information Delivery System).
- E. The term "all parties" and "the parties" refer to the Department, the Circuit Clerk, and the Chief Judge.
- F. The term "SDU" refers to the State Disbursement Unit.

PART II - PARTIES OBLIGATIONS

- A. **Joint Obligations.** The parties agree that the duties undertaken in this Agreement shall be performed in accordance with all applicable Federal and State laws, rules, regulations, policy and procedures including, but not limited to the following:
 - 1. Title IV-D of the Social Security Act, 42 USC Section 651 *et seq.*
 - 2. Federal regulations promulgated under Title IV-D of the Social Security Act and appearing at Title 45 Code of Federal Regulations.
 - 3. Department rules pertaining to the establishment of parentage and the establishment, modification and enforcement of child support obligations in IV-D cases appearing in Title 89 Illinois Administrative Code, the Manual on Record

keeping as provided by administrative order of the Supreme Court, and the Supreme Court Rules of Illinois.

4. Title IV-D Action Transmittals issued by the Federal Office of Child Support Enforcement (OSCE). In the event the Circuit Clerk's duties increase as a result of directives from the OCSE, this Agreement and **Exhibit 1** are subject to amendment pursuant to **Part V, Section F.2.**, of this Agreement.

B. Departments' Obligations. The Department agrees:

1. To furnish the Circuit Clerk, in a time and manner mutually agreed between the Department and the Circuit Clerk, all appropriate information regarding IV-D child support payments received directly by the Department and the SDU for posting by the Circuit Clerk to the Circuit Clerk's child support payment accounts. Such payments include those received from the Internal Revenue Service, State Comptroller, Department of Employment Security, and the IV-D agencies of states other than Illinois.
2. To provide training to staff of the Circuit Clerk regarding the support term and payment entry functions and such other information regarding KIDS that is mutually agreed. Training shall include, without limitation, hardware operation, software utilization, management of information to be sent and received, and other technical assistance, all as mutually agreed by the parties.
3. To monitor performance in conjunction with the Circuit Clerk, to ensure effective implementation of the provisions of this Agreement.
4. To permit access to KIDS by the Circuit Clerk for payment information in both IV-D and Non-IV-D cases and for Department enforcement activity in IV-D cases.
5. To ensure that all computer security requirements of the Circuit Clerk are strictly followed.
6. To continue to work with the Circuit Clerk and the State Disbursement Unit (SDU) toward real-time transmission of child support court and administrative order and payment data via computer interface and linkage between KIDS, the SDU, and the Circuit Clerk.
7. To communicate payment receipt and distribute data through the SDU or KIDS to the Circuit Clerk via computer modem. However, in the event a Circuit Clerk does not have an operational child support computer system, such communication shall be by facsimile, telephone or mail until such time as the individual Circuit Clerk's child support computer system becomes operational.

8. To respond to a written request for modification of hardware or software within thirty (30) business days after receipt of the Circuit Clerk's written request for modification.

C. Circuit Clerk's Obligations. The Circuit Clerk agrees:

1. To provide initial and ongoing training to newly assigned and existing Circuit Clerk staff necessary to carry out the responsibilities of this Agreement, including, but not limited to IV-D policy and procedure, KIDS, coding of action dispositions for data entry, statutory provisions and case decisions relating to child support and any other matters mutually agreed upon by the parties. The Circuit Clerk will provide to the Department a current copy, if any, of all training packets and modules.
2. To submit monthly reports (see attached examples) and any other reports required by the Department, the format and content of which shall be as specified by the Department after consultation and mutual agreement with the Circuit Clerk, and any report required by the Federal Office of Child Support Enforcement.
3. To obtain authorization for access to information available through the Department's computer systems and to ensure that all computer security requirements of the Department are strictly followed.
4. To use all reasonable diligence in performing the duties undertaken in this Agreement.
5. To provide any and all information concerning child support payment data to the SDU. Such data will include, without limitation, the payment amount, date of payment withholding by employer (if furnished by employer), date of payment receipt by the Circuit Clerk, IV-D case number, RIN number (when available), court case number, name of the custodial parent, and name of the non-custodial parent.
6. To accept from the Department, in a time and manner mutually agreed between the Department and the Circuit Clerk, all information regarding IV-D child support payments received directly by the Department, including the date, amount, and source of any such payment.
7. To submit reports for financial reimbursement in accordance with the terms and conditions set forth in **Part III** of this Agreement.
8. To not modify the Department's hardware or software without the Department's prior written approval.

9. To obtain prior written approval from the Department before modifying any of the Circuit Clerk's hardware or software which would affect the Department's linkage or data exchange.
10. To provide access to the Department for use in data comparisons.
11. To perform and comply with the duties set forth in the Exhibits, attached hereto and made a part hereof.
12. To provide to the Department, by mail, facsimile or other mutually acceptable manner, copies of support orders, paternity orders, payment ledgers, docket sheets, and other court records requested by the Department.

PART III - FUNDING

A. Budget and Inventory.

1. In accordance with the provisions of 45 CFR 95.705, 44 Ill. Adm. Code 5010.660 (Illinois Department of Central Management Services rules) and other State and Federal laws and regulations, the Circuit Clerk shall transfer to the Department, upon request, all equipment purchased under the terms of this or any preceding Agreement between the parties, if this Agreement is terminated or if said equipment is no longer needed by the Circuit Clerk to perform its duties under this Agreement.
2. Where the Department has funded the purchase of an AS/400 or other data processing equipment ("equipment") and either the Department or the Circuit Clerk subsequently elect not to renew the Agreement or elect to exercise the options to terminate the Agreement within five years after the date the equipment was purchased, the Circuit Clerk may offer to purchase the equipment from the Department at the lesser of either the residual value or the depreciated value based on five years. In the event the Department and the Illinois Department of Central Management Services approve the sale of the equipment to the Circuit Clerk, documents shall be provided to the Circuit Clerk transferring ownership to the Circuit Clerk.
3. The Circuit Clerk shall maintain and update complete inventory lists of all equipment purchased and received on forms supplied by IDPA with contract funds. Lists shall be kept separately for Electronic Data Processing (EDP) equipment and for other equipment and shall include all existing equipment which had been previously purchased with contract funds and all equipment purchased and received with contract funds during the period of this Agreement. The Circuit Clerk must conduct an annual inventory and submit a detailed report of equipment and furniture to the Department's contract monitor. This report must list information stipulated in 45 CFR 74.34(f) and must be signed by a responsible party attesting to the accuracy and completeness of the report. This report must list at a minimum the following information:

- a. Description
- b. Manufacturer's serial number, model number, Federal stock number, national stock number or other identification number
- c. Acquisition date
- d. Location and condition of equipment and date information was reported
- e. Unit acquisition cost

The Circuit Clerk shall submit this report no later than December 31, 2003 to:

Illinois Department of Public Aid
 Division of Child Support Enforcement
 Attn: Meredith E. Ritchie, Bureau Chief
 Contract Management and Monitoring
 32 West Randolph Street, Room 1600
 Chicago, Illinois 60601

4. Upon agreement of the parties, the Department may conduct its own on-site inventory, whereby the Circuit Clerk agrees to cooperate.

B. Funding and Payment.

1. The parties agree that funding for the implementation of this Agreement shall be from both Federal and State funds obtained by and payable through the Department.
2. The Department will arrange for Federal funding during the period covered by this Agreement, in accordance with existing Federal regulations, to reimburse the Circuit Clerk for direct and indirect costs, subject to Federal Financial Participation (FFP), incurred by the Circuit Clerk in performing the duties undertaken in this Agreement, estimated at **\$23,725.68**. Such Federally funded reimbursement shall be at the approved FFP percentage rate or rates in effect for the period covered by this Agreement. The initial payment(s) will be delayed until this Agreement is on file with the Illinois Office of the Comptroller
3. The Department will arrange for State funding, to reimburse the Circuit Clerk the balance of all actual costs claimed, estimated at **\$12,222.32**, subject to FFP which remain unreimbursed under **Paragraph B.1.** of this **Part III**. The amount of reimbursement will be calculated and approved for payment by the Department's Division of Child Support Enforcement no later than thirty (30) business days following the month for which the unreimbursed balance is calculated.
4. The Department agrees to arrange for funding, to reimburse the Circuit Clerk in performing the IV-D duties undertaken in implementing this Agreement. Such costs are denoted in the budget incorporated into this Agreement as **Exhibit 1**. The maximum amount payable under this Agreement shall not exceed **\$35,948.00**.

5. All funds under the terms of this Agreement are to be used for the express purpose of Child Support Enforcement efforts.
6. The parties will make final determination of the necessary costs incurred under this Agreement. Such costs, mutually agreed upon and subject to FFP, will be determined as of the close of business on the date of termination of this Agreement from expenditures submitted by the Circuit Clerk. The Department will reimburse the Circuit Clerk for any underpayment of such finally determined costs under **Part III, Sections B.2., B.3. and B.4.**, and the Circuit Clerk will reimburse the Department for any overpayment under **Part III, Sections B.2., B.3. and B.4.**, within sixty (60) business days after such determination.
7. Payments made by the Department pursuant to **Part III, Sections B.2., B.3. and B.4.**, shall constitute full payment owed to the Circuit Clerk by the Department or the IV-D client under Federal or State law for the duties performed by the Circuit Clerk under this Agreement. The Circuit Clerk will not seek any additional payment from the Department or the IV-D client for the performance of these duties.
8. The Circuit Clerk will be solely responsible and liable for all expenditure disallowances resulting from audit by the Federal Office of Child Support Enforcement or by the Department. The Circuit Clerk will reimburse the Department for the amount of any such disallowance; provided however, the Department shall be required to give the Circuit Clerk timely notice of any such disallowances and an opportunity to rebut any question of the Circuit Clerk's liability. The Circuit Clerk, however, shall not be held liable for any disallowances concerning expenditures the Circuit Clerk undertook at the request of, or with the written approval of, the Department.
9. The Circuit Clerk agrees that all Title IV-D funds held by the Circuit Clerk (not including reimbursements for expenditures previously made by the Circuit Clerk) must be deposited in an interest-bearing bank account and any interest earned on this Title IV-D money must be identified and deducted from actual expenditures reported to the Department each month.
10. All expenditure reports and revisions to expenditure reports for the period July 1, 2003, through June 30, 2004, must be received by the Department no later than August 10, 2004, in order to ensure payment under this Agreement. Failure by the Circuit Clerk to present such reports prior to the August 10, 2004, deadline may require the Circuit Clerk to seek payment for such expenditures through the Illinois Court of Claims and the General Assembly.
11. The Circuit Clerk will be solely responsible and liable for all expenditures associated with providing security for Circuit Clerk Offices and premises and such expenses will not be paid from funds received through this Agreement.

C. Reimbursement, Records and Reporting.

1. Monthly reimbursements payable to the Circuit Clerk are conditional upon the timely receipt of expenditure reports by the Department as described in **Part III, Sections C.2. and C.3.**, and upon the availability of Federal and State funds.
2. The Circuit Clerk will submit to the Department reports of actual expenditures ten (10) business days following the month of such expenditures. Under Illinois' Prompt Payment Act, the Department will authorize payment to the Circuit Clerk within thirty (30) business days after receipt of complete, accurate and valid expenditure reports with appropriate documentation in order to facilitate payment to the Circuit Clerk within sixty (60) business days. Reports shall be mailed to:

Illinois Department of Public Aid
Division of Finance and Budget
Contract and Expenditure Processing Unit
509 South Sixth Street, Fifth Floor
Springfield, Illinois 62701

3. The Circuit Clerk agrees to maintain and submit to the Department records, including but not limited to payroll records, purchase orders, leases, billings, adequate to identify total time expended each month by Circuit Clerk staff and the purpose for which any non-personnel funds were expended under this Agreement. For purposes of amounts reimbursable under **Part III, Section B.3.**, only those expenses or portions thereof stated in the Exhibits are reimbursable under this Agreement. For non-personnel items, the Circuit Clerk agrees to provide proofs of payment, in the form of canceled checks, vendor invoices (stating paid in full) or any other proof that payment has been made.
4. The Circuit Clerk agrees to comply with the Federal Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Government, and Non-Profit Organizations) concerning single audits. Local Governments that expend \$300,000 or more a year in Federal financial assistance must have an audit performed in accordance with the Federal OMB Circular A-133. Such audit report(s), if required, should be completed within nine (9) months following the end of the County's fiscal year. The Circuit Clerk must submit two (2) copies of any required audit within thirty (30) business days after receipt of the auditor's report(s). Copies of the auditor's report(s) are to be sent to:

Illinois Department of Public Aid
Meredith E. Ritchie, Bureau Chief
Contract Management and Monitoring
Division of Child Support Enforcement
32 West Randolph, 16th Floor
Chicago, Illinois 60601

5. Prior written approval from the Department's Contract Monitor must be secured by the Circuit Clerk in order to receive reimbursement for the following:

- a. The cost of new or additional leases or rental agreements for either real or personal property.
- b. The cost of any furniture and equipment of at least \$100.00 in unit cost requires written approval from the Department, prior to purchase, which approval shall not be unreasonably withheld. The Department shall provide a written response within three (3) business days after receiving said request. All such purchases under the terms and funding of this Agreement will be inventoried and tagged as Department property. Should any claimed expenditures for Federal Financial Participation subsequently be disallowed the Circuit Clerk will reimburse the Department in the amount of any disallowance. If the Department has provided written approval and the claimed expenditure(s) is/are subsequently disallowed for Federal Financial Participation, the Department will absorb the disallowance. Any equipment purchased during the terms of that Agreement, if approved by the Department, having a unit acquisition cost of \$25,000 or less may be claimed in the period acquired. Equipment purchased and approved by the Department under the terms of this Agreement having a unit acquisition cost of more than \$25,000 shall be depreciated in equal amounts over a five-year period, at the discretion of the Department.
- c. The cost of any seminar fees, conference fees and travel outside of the Circuit clerk's county, subject to State travel regulations as provided in Part V.E.4.
6. The budget shown in **Exhibit 1** results from certain assumptions regarding Circuit Clerk cost rates. Should actual rates vary from the assumptions, the Department and the Circuit Clerk may negotiate an amended budget.
7. The onsite Circuit Clerk contact name and phone number for equipment and furniture inventory is:
- Name: _____
Phone: _____
8. The Department shall be responsible for maintaining and providing supplies for the SDU PC and the related printer. The Circuit Clerk shall contact the following Hub Facilitator regarding supplies and maintenance related to this equipment:

Debra Streeter, SDU Advocate
Peoria Regional Office
2011 North Knoxville
Peoria, Illinois 61603
(309) 686-7829

9. The Circuit Clerk shall be responsible for obtaining hardware and software maintenance agreements, excluding the SDU PC, printer, hardware and software, for all equipment purchased under this or any Agreement between the parties.
10. Each local Circuit Clerk's Office will be connected to the DPA KIDS system via a DPA provided Child Support data circuit installed to the County facility. The Circuit Clerk's Office will work with DPA technical staff to establish this connectivity in the most cost effective manner possible for the taxpayers of Illinois. As technology changes are made by DPA and the State of Illinois that allow more cost effective connectivity solutions, the Circuit Clerk's Office will work with DPA technical staff to allow these solutions to be used for DPA provided connections at the Circuit Clerk's Office.

PART IV - COMPLIANCE

- A. If the Department determines that the Circuit Clerks' compliance with one or more provisions of this Agreement is unacceptable, the Department will develop a plan for corrective action by mutual agreement with the Circuit Clerk.
- B. The Circuit Clerk agrees to take all prescribed steps and actions to comply with the requirements of any corrective action plan agreed upon by the parties.

PART V - TERMS, CONDITIONS AND CERTIFICATIONS

- A. **Rules of Construction.** Unless otherwise specified or the context otherwise requires:
 1. Provisions apply to successive events and transactions;
 2. "Or" is not exclusive;
 3. References to statutes and rules include subsequent amendments and successors thereto;
 4. The various headings of this Agreement are provided for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof;
 5. If any payment or delivery hereunder shall be due on any day which is not a business day, such payment or delivery shall be made on the next succeeding business day;
 6. "Days" shall mean business days; "Business day" shall mean a weekday (Monday through Friday), between the hours of 8:30 a.m. Central Time and 5:00 p.m. Central Time;

7. Use of the male gender (e.g., "he," "him," "his") shall be construed to include the female gender (e.g., "she," "her"), and vice versa;
8. Words in the plural which should be singular by context shall be so read, and vice versa; and
9. The Illinois Department of Public Aid (DPA) shall mean the Illinois Department of Public Aid or any successor agency or office charged with administering child support enforcement or medical assistance under the Illinois Public Aid Code (305 ILCS 5/1-1 *et seq.*).

B. Term and Scope of Agreement.

1. **Term.** This Agreement shall be effective on July 1, 2003 and shall continue through June 30, 2004, unless the Agreement is otherwise terminated as set forth in **Part V, Section C.**
2. **Renewal.** This Agreement may be renewed for additional periods by each party furnishing written notification of such intent, with the time period of coverage and contract amount for such renewal specified in the written notice. In no event shall the renewal terms and the initial term of the Agreement exceed three (3) years.
3. **Entirety of Agreement.** The terms and conditions of this Agreement along with the applicable laws, rules, regulations and policies stated in **Part II, Section A**, shall constitute the entire present Agreement between the parties. This Agreement constitutes a total integration of all rights, benefits and obligations of the parties, and there exist no other agreements or understandings, oral or otherwise, that bind any of the parties regarding the subject matter of this Agreement. This Agreement supersedes and revokes any prior Agreement between the parties as to the subject matter of this Agreement.

C. Termination of Agreement.

1. **Availability of Funds.** This Agreement is subject to the availability of Department appropriation and the availability of Federal funds for the purpose outlined in the Agreement. The Department's obligations hereunder shall be subject to automatic termination as provided in this **Part V, Section C.** in any year for which the General Assembly of the State of Illinois of Federal funding source(s) fails to make an appropriation or reappropriation to pay such obligations. The Department shall provide notice to the Circuit Clerk of the cessation of funding and termination of this Agreement under this section within five (5) business days after the Department receives notice that its funding will cease.

2. **Termination Without Cause.** This Agreement may be terminated by the Department or by the Circuit Clerk without cause upon thirty (30) business days' written notice to the other party. The Circuit Clerk, the Department, the Office of the Attorney General and participating state's attorneys offices, will all cooperate with each other to create and implement a plan for transition of child support enforcement services. Upon termination, the Circuit Clerk shall be paid for work satisfactorily completed prior to the date of termination.
3. **Notice of Change in Circumstances.** In the event the Circuit Clerk becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on the Circuit Clerk's ability to perform under this Agreement, the Circuit Clerk will immediately notify the Department in writing.
4. **Nonwaiver.** Failure of either party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.
5. **Automatic Termination.** This Agreement shall automatically terminate on a date set by the Department for any of the following reasons. The Circuit Clerk, the Department, the Office of the Attorney General and participating state's attorneys offices, will all cooperate with each other to create and implement a plan for transition of child support enforcement services.
 - a. If funds become unavailable as set forth in **Part V, Section C.1.** of this Agreement;
 - b. If the Circuit Clerk breaches any of the representations, warranties or covenants set forth in **Part V, Section G.** of this Agreement, which breach inhibits the Department's ability to collect FFP;
 - c. If legislation or regulations are enacted or a court of competent jurisdiction interprets a law so as to prohibit the continuance of this Agreement or the Child Support Enforcement Program;
 - d. Upon the Circuit Clerk's refusal to amend this Agreement pursuant to **Part V, Section F.2.** of this Agreement; or
 - e. If an extraordinary event beyond the control of the Circuit Clerk such as destruction of the facility by fire, flood or another act of God, prevents the Circuit Clerk from fulfilling their obligations under this Agreement.
6. **Notice of Breach and Termination for Cause.** In the event of the Circuit Clerk's failure to comply with a term of this Agreement, the Department will provide notice to the Circuit Clerk of the breach. Upon thirty (30) business days after such notice, or such time as reasonably determined by the Department and specified in the notice, the Department may proceed to termination by serving a notice of termination upon the Circuit Clerk, which shall immediately terminate this Agreement.

D. Contract Management and Notices.

1. **Contract Management.** The Department shall designate a Contract Manager who will facilitate communication between the Circuit Clerk and various administrative units within the Department. All communications from the Circuit Clerk to the Department pertaining to this Agreement are to be directed to the Contract Manager at the address and telephone number set forth herein.

Illinois Department of Public Aid
Division of Child Support Enforcement
Attn: Meredith E. Ritchie, Contract Manager
32 West Randolph Street, 16th Floor
Chicago, Illinois 60601

2. **Notices.**

- a. All telephonic communications between the parties shall be made to the telephone number(s) set forth below. All written notices, requests and communications, unless specifically required to be given by a specific method, may be: (1) delivered in person, obtaining a signature indicating successful delivery; (2) sent by a recognized overnight delivery service, obtaining a signature indicating successful delivery; (3) sent by certified mail, obtaining a signature indicating successful delivery; or (4) transmitted by telefacsimile, producing a document indicating the date and time of successful transmission, to the address or telefacsimile number set forth below. Either party may at any time give notice in writing to the other party of a change of name, address, or telephone or telefacsimile number:

Department: Barry S. Maram, Director
Illinois Department of Public Aid
201 South Grand Avenue East
Springfield, Illinois 62763

Circuit Clerk: The Honorable Sandra K. Parker
McLean County Clerk of the Circuit Court
104 West Front Street, Room 404
Bloomington, Illinois 61702

Remittance Address: _____

- b. All telephonic communications required or desired to be given either party to this Agreement to the other party, shall be directed as follows:

Department: Meredith E. Ritchie, Bureau Chief
Division of Child Support Enforcement
Contract Management and Monitoring
Telephone: 312-793-4790 or 312-793-3846
Fax: 312-793-0878

Circuit Clerk: The Honorable Sandra K. Parker
Telephone: 309-888-5340
Fax: 309-888-5281

E. Payment.

1. **Retention of Payments.** In addition to pursuit of actual damages, or termination of this Agreement, if any failure of the Circuit Clerk to meet any requirement of this Agreement results in the withholding of Federal funds from the State, the Department will withhold and retain an equivalent amount from payment(s) to the Circuit Clerk until such Federal funds are released to the State, at which time the Department will release to the Circuit Clerk the equivalent withheld funds.
2. **Deductions from Payments.** Payments to the Circuit Clerk may be reduced or suspended in accordance with **Part V, Section F.4.**
3. **Computational Error.** The Department reserves the right to correct any mathematical or computational error in payment subtotals or total contractual obligation. The Department will notify the Circuit Clerk of any such corrections.
4. **Travel.** Payment for travel expenses will be made by the Department under this Agreement subject to the rules promulgated by the Illinois Travel Control Counsel and approved by the Governor's Travel Control Board.

F. General Terms.

1. **Agreement to Obey All Laws.** The Circuit Clerk shall at all times observe, comply with, and perform all obligations hereunder in accordance with, all laws, ordinances, codes and regulations of Federal, State, Circuit Clerk and local governmental agencies which in any manner affect the terms of this Agreement.
2. **Amendments.**
 - a. **Voluntary Amendments.** This Agreement may be amended or modified by the mutual consent of the parties at any time during its term. Amendments to this Agreement must be in writing and signed by the

parties No change, in addition to, or waiver of any term or condition of this Agreement shall be binding on the Department unless approved in writing by an authorized representative of the Department.

- b. **Mandatory Amendments.** The Circuit Clerk shall, upon request by the Department and receipt of a proposed amendment to this Agreement, amend this Agreement, if and when required, in the opinion of the Department, to comply with Federal or State laws or regulations, and upon the interpretation and advice of appropriate federal agency or agencies to comply with Federal law or regulations. If the Circuit Clerk refuses to sign such amendment within fifteen (15) business days after receipt, this Agreement shall terminate as provided in **Part V, Section C.**
3. **Assignment.** Neither party shall assign any right, benefit nor duty under this Agreement without the other party's prior written consent.
4. **Audits and Records.**
 - a. **Right of Audit.** This Agreement, and all books, records, and supporting documents related thereto, shall be available for review or audit by State and Federal officials, including the Department and its representatives, including, but not limited to, the Department of Public Aid Office of Inspector General, the Illinois State Police Medicaid Fraud Unit, Federal Auditors and the Illinois Auditor General, and the Circuit Clerk agrees to cooperate fully with any such review or audit. Upon reasonable notice, the Circuit Clerk shall provide during normal business hours, full and complete access to the relevant portions of the Circuit Clerk's books and billing records as they relate to payments under this Agreement. If the audit findings indicate overpayment(s) to the Circuit Clerk, the Department shall adjust future or final payments otherwise due to the Circuit Clerk. If no payments are due and owing to the Circuit Clerk, or if the overpayment(s) exceed the amount otherwise due to the Circuit Clerk, the Circuit Clerk shall refund all amounts which may be due to the Department within thirty (30) days after the Department provides notice of the overpayment to the Circuit Clerk.
 - b. **Retention of Records.** The Circuit Clerk shall maintain all business, professional, and other records in accordance with State law, the specific terms and conditions of this Agreement, and pursuant to generally accepted accounting practice. The Circuit Clerk shall maintain, during the pendency of the Agreement and for a minimum of five (5) years after the completion of the Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the Agreement. If an audit, litigation, or other action involving the records is begun before the end of the five-year period, the records must be retained until all issues arising out of the action are resolved. Failure to maintain the books, records, and supporting documents required by this **Part V, Section F.4.**

shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department under the Agreement for which adequate books, records, and other documents are not available to support the purported disbursement.

5. **Choice of Law and Dispute Resolution.**

- a. **Choice of Law.** This Agreement shall be governed by and construed according to the laws and administrative rules of the State of Illinois. Any claim against the State arising out of this Agreement must be filed exclusively with the Illinois Court of Claims or, if jurisdiction is not accepted by that court, with the appropriate State or Federal court located in Sangamon County, Illinois or in Cook County, Illinois.
- b. **Dispute Resolution.** In the event that the Department and the Circuit Clerk have a dispute as to the meaning of a requirement solely included as a result of a Federal regulation applicable to or referred to in this Agreement, the Department will request an interpretation from the appropriate Federal agency or agencies, and that interpretation will be adopted by the Department and the Circuit Clerk.

6. **Confidentiality.**

- a. **Confidentiality of Identified Information.** Each party shall protect the confidentiality of information provided by the other party, or to which the receiving party obtains access by virtue of its performance under this Agreement, that has been reasonably identified either as confidential by the disclosing party or by its nature warrants confidential treatment. The receiving party shall use such information only for the purpose of this Agreement and shall not disclose it to anyone except those of its employees who need to know the information. These nondisclosure obligations shall not apply to information that is or becomes public through no breach of this Agreement that is received from a third party free to disclose it that is independently developed by the receiving party, or that is required by law to be disclosed, including, but not limited to, pursuant to 705 ILCS 105/16 or Supreme Court administrative order or rule. Confidential information shall be returned to the disclosing party upon request.
- b. **Confidentiality of Program Recipient Identification.** The Circuit Clerk shall ensure that all information, records, data, and data elements pertaining to applicants for and recipients of public assistance, or to providers, facilities, and associations, shall be protected from unauthorized disclosure by the Circuit Clerk and its employees, by the Circuit Clerk's corporate affiliates and their employees, and by the Circuit Clerk's subcontractors and their employees, pursuant to 305 ILCS 5/11-9, 11-10, and 11-12, 42 USC 654(26), and 45 CFR Part 303.21.

7. **Disputes Between Circuit Clerk and Other Parties.** All disputes between the Circuit Clerk and any subcontractor retained by the Circuit Clerk shall be solely between such subcontractor and the Circuit Clerk, and the Department shall be held harmless by the Circuit Clerk.
8. **Gifts.** The Circuit Clerk is prohibited from giving gifts to Department employees. The Circuit Clerk and its principals, employees, and subcontractors are prohibited from giving gifts to, or accepting gifts from, any person who has a contemporaneous Agreement with the Department involving duties or obligations related to this Agreement.
9. **Relationship of the Parties.** For all purposes and services set forth and described in this Agreement, neither the Department nor the Circuit Clerk shall be deemed to be an agent, principal, employer or employee of the other. Nothing in this provision is intended to abrogate any rights the Circuit Clerk may have under the State Employee Indemnification Act. Solely for the purposes of services performed under this Agreement, the Circuit Clerk and its employees shall perform in the role of independent contractors of the Department. The Circuit Clerk shall be responsible for payment of all compensation, including pension benefits due to any person employed by Circuit Clerk. Circuit Clerk employees providing services under this Agreement shall not be entitled to claim or receive any employment benefits from the Department. None of the employees of the parties hereto shall be entitled to the benefits provided to employees of the other solely by virtue of this Agreement. Payment by the Department into any Circuit Clerk employee welfare plan as part of the compensation arrangement for services rendered hereunder, as set forth in Exhibit 1, shall not be construed to create an employment relationship between the Circuit Clerk employee or the Circuit Clerk and the Department. Each party shall be responsible for the reporting of, and compliance with, applicable local, State and Federal laws, including taxes and social security to the extent applicable, unless otherwise set forth herein. Nothing in this Agreement shall be construed to prevent either the Department or the Circuit Clerk from pursuing any cause of action available under law, including pursuit of specific performance or damages.
10. **Nondiscrimination.** The Circuit Clerk shall abide by all Federal and State laws, regulations and orders which prohibit discrimination because of race, creed, color, religion, sex, national origin, ancestry, age, or physical or mental disability. The Circuit Clerk further agrees to take affirmative steps to ensure that no unlawful discrimination is committed in any manner, including, but not limited to, in the delivery of services under this Agreement.
11. **Ownership of Work Product.** Any and all work product, including, but not limited to, reports, written documents, computer programs, electronic data bases, electronic data processing documentation and source materials collected, purchased, or developed under this Agreement shall remain the exclusive property of the Department, except regarding court records as provided by law or Supreme Court rule. There shall be no dissemination, publication or copyrighting of any work product or data or of any writing based upon or prepared as a result

of any work product or work performed under this Agreement without prior written consent of the Department. The Circuit Clerk acknowledges that the Department is under no obligation to give consent and that the Department may, if it gives consent, subject that consent to such additional terms and conditions as the Department may require. With the written consent of the Department, the Circuit Clerk may retain copies of the work product for its own use, provided that all laws, rules and regulations pertaining to the maintenance of confidentiality are observed.

12. **Severability.** In the event that any provision, term or condition of this Agreement is declared void, unenforceable, or against public policy, then said provision, term or condition shall be construed as though it did not exist and shall not affect the remaining provisions terms, or conditions of this Agreement.
13. **Sexual Harassment.** The Circuit Clerk shall comply with the provisions of 775 ILCS 5/2-105.
14. **Solicitation of Employees.** During the term of this Agreement, and for a period of one (1) year after its termination, the Circuit Clerk and the Department agree that they will not solicit for employment or employ, either as an employee or an independent contractor, any person who is or has been employed by the other in a managerial or policymaking role regarding this Agreement within the previous twelve (12) months, except with written notice to the other. The Circuit Clerk shall immediately notify the Department's Ethics Officer in writing if the Circuit Clerk solicits or intends to solicit for employment any of the Department's employees during the term of this Agreement. The Department will be responsible for keeping the Circuit Clerk informed as to the name and address of the Ethics Officer. Should an employee of the Circuit Clerk take and pass all required employment examinations and meet all relevant employment qualifications, the Department may employ that individual and no breach of this Agreement shall have occurred.
15. **Subcontracts.**
 - a. If the Circuit Clerk adds or changes any subcontractor during the term of this Agreement, the Circuit Clerk shall promptly notify the Department and the Illinois Department of Central Management Services in writing of the names, addresses and expected amount of money each new or replaced subcontractor will receive.
 - b. All subcontracts utilized by the Circuit Clerk in its performance under this Agreement must be in writing and must be reviewed and approved by the Department prior to execution. All subcontractors are subject to all terms of this Agreement. The Circuit Clerk shall remain responsible for the performance of all subcontractors.
16. **Survival of Obligations.** Those obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

17. **Media Relations and Public Information.** The parties will communicate with each other and discuss media inquiries, campaigns or initiatives involving the Agreement.
18. **Purchase and Transfer of Equipment.** The Circuit Clerk shall not purchase equipment with funds received under this Agreement when requesting reimbursement funds without having obtained the Department's prior approval. For purposes of this Article, "equipment" shall include any product, tangible and non-tangible, used solely in the Circuit Clerk's performance under this Agreement and an acquisition cost of at least \$100.00. The Circuit Clerk acknowledges that the Department is under no obligation to give consent and that the Department may, if it gives consent, subject that consent to such additional terms and conditions as the Department may require. The Department shall have the right to require transfer of any such purchase to the Department, including transfer of title. In the event of termination of this Agreement, the Department has the right of first refusal for all property purchased under this or any prior agreements. Should the Circuit Clerk decide to dispose of or transfer and equipment purchased under this or any prior agreements, the Department has the right of first refusal.

G. Circuit Clerk Certifications.

1. **General Warranties of Circuit Clerk.**
 - a. The Circuit Clerk warrants to the Department that:
 - i. The services and deliverable products herein required to be performed or provided will be completed in a good, professional manner;
 - ii. The person executing this Agreement on behalf of the Circuit Clerk is duly authorized to execute the Agreement and bind the Circuit Clerk to all terms and conditions hereunder; and
 - iii. For a period of ninety (90) days after completion of all services and deliverable products provided for under this Agreement and any subsequent related Agreement, and acceptance of the same by the Department, any defects or problems found in the work performed or submitted by the Circuit Clerk will be expeditiously corrected by the Circuit Clerk without additional charge to the Department.
 - b. Violation of any of these warranties by the Circuit Clerk shall subject this Agreement to automatic termination pursuant to **Part V, Section C.**
2. **Bid Rigging, Bid Rotating and Inducement.** The Circuit Clerk certifies that it is not barred from being awarded an Agreement or subcontract as a result of a violation of 720 ILCS 5/33E-3 or 33E-4. The Circuit Clerk certifies that it has not paid any money or other valuable thing to any Person to induce that Person not to bid on a State Agreement or to recompense that Person for not having bid on a State Agreement.

3. **Bribery.** The Circuit Clerk certifies that it is not barred from being awarded an Agreement or subcontract under Section 50-5 of the Illinois Procurement Code (30 ILCS 500/50-5).
4. **Business Enterprise for Minorities, Females and Persons with Disabilities.** The Circuit Clerk certifies that it is in compliance with 30 ILCS 575/0.01 *et seq.*, and that it has completed the attached certification.
5. **Clean Air Act and Clean Water Act.** The Circuit Clerk certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Federal Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act (33 U.S.C. 1251 *et seq.*). Violations shall be reported to the U.S. Department of Health and Human Services and the appropriate Regional Office of the U.S. Environmental Protection Agency.
6. **Conflict of Interest.** The Circuit Clerk certifies that it is not prohibited from contracting with the Department on any of the bases provided in Section 50-13 of the Illinois Procurement Code (30 ILCS 500/50-13). The Circuit Clerk further certifies that it neither has nor shall acquire any interest, public or private, direct or indirect, which may conflict in any manner with its performance under this Agreement, and that it shall not employ any person having such an interest in connection with its performance under the Agreement. The Circuit Clerk shall be under a continuing obligation to disclose any conflicts to the Department, which shall, in its sole good faith discretion, determine whether such conflict is cause for the termination of the Agreement.
7. **Drug Free Workplace.** Circuit Clerk certifies that it has completed the attached State of Illinois Drug Free Workplace Certification.
8. **Lobbying.**
 - a. The Circuit Clerk certifies to the best of its knowledge and belief, that no Federally appropriated funds have been paid or will be paid by or on behalf of the Circuit Clerk, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Agreement, the making of any Federal loan or grant, or the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal Agreement, grant, loan or cooperative agreement.
 - b. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan or cooperative agreement, the Circuit Clerk shall complete and submit Standard Form

LLL, "Disclosure Forms to Report Lobbying," in accordance with its instructions. Such Form is to be obtained at the Circuit Clerk's request from the Department's Bureau of Fiscal Operations.

- c. The Circuit Clerk shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this Agreement was executed. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
9. **New Hire Reporting.** The Circuit Clerk certifies that it shall comply with the requirements of 820 ILCS 405/1801.1.
10. **Non-Exclusion under Procurement Code.**
- a. **Current Exclusion.** The Circuit Clerk certifies that it is not barred or suspended from contracting with the State under Section 50-35(f), 50-35(g) or 50-65 of the Illinois Procurement Code (30 ILCS 500/1-1 *et seq.*).
 - b. **Exclusion During Term of Agreement.** If, at any time during the term of this Agreement, the Circuit Clerk is barred or suspended from contracting with the State under Section 50-35(f), 50-35(g) or 50-65 of the Illinois Procurement Code (30 ILCS 500/1-1 *et seq.*), the Circuit Clerk shall notify the Department of such debarment or suspension within 30 days after its imposition.
11. **Nonparticipation in International Boycott.** The Circuit Clerk certifies that it does not nor shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
12. **Nonpayment of Dues or Fees.** The Circuit Clerk certifies that it pays neither dues nor fees on behalf of its employees or agents nor subsidizes or otherwise reimburses them for payment of dues or fees to any club which unlawfully discriminates, and that therefore the Circuit Clerk is not prohibited from selling goods or services to the State of Illinois under 775 ILCS 25/0.01 *et seq.*
13. **Nonsolicitation of Agreement.** The Circuit Clerk certifies that it has not employed or retained any company or person, other than a bona fide employee

working solely for the Circuit Clerk, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Circuit Clerk, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion, to deduct from compensation otherwise due the Circuit Clerk such commission, percentage, brokerage fee, gift or contingent fee.

14. **Year 2000 Compliance.** The Circuit Clerk, for itself and its subcontractors and agents, represents and warrants that all products delivered and services performed under this Agreement are "Year 2000 Compliant," and will and are designed to accurately receive, retrieve, process, provide and output date/time data from, in and between the twentieth and twenty-first centuries, and from, in and between the years 1999 and 2000. In the event of a breach of this Year 2000 warranty, Circuit Clerk shall, at its sole expense and without interrupting ongoing business of the State, immediately take all necessary actions to cure the breach.

15. **Federal Taxpayer Identification Certification**

I certify that: (check one)

- ☐ a. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- ☐ b. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- ☐ c. I am a U.S. person (including a U.S. resident alien).

Name: _____

Taxpayer Identification Number:

Social Security Number: _____

Or

Employer Identification Number: _____

(If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SS or EIN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)

Legal Status (check one):

- | | |
|---|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership/Legal Corporation | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy (Non-Corporation) |
| <input type="checkbox"/> Corporation providing or billing
Medical and/or health care services | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery
(Corporation) |
| <input type="checkbox"/> Corporation NOT providing
or billing medical and/or
health care services | <input type="checkbox"/> Other: |

The Department's Division of Child Support Enforcement CFDA Number is 93.563.

In Witness Whereof, the parties have hereby caused this Agreement to be executed on the dates shown below by their duly authorized representatives.

MCLEAN COUNTY

By: _____
McLean County Clerk of the Circuit Court

**Michael F. Sweeney, Chairman,
McLean County Board**

Date: _____

By: _____
Chief Judge

**ATTEST: Peggy Ann Milton
McLean County Clerk**

Date: _____

STATE OF ILLINOIS DEPARTMENT OF PUBLIC AID

By: _____
Barry S. Maram, Director

Date: _____

Members Renner/Ahart moved the County Board approve a Request for Approval of an Agreement between the Illinois Department of Public Aid and the Circuit Clerk's Office for Child Support - Circuit Clerk. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner stated the following: the General Report is located on pages 220-225. I would like to take the opportunity to thank our Vice-Chairman, Adam Kinzinger, for the exemplary service provided while I was in Europe.

REPORT OF THE COUNTY ADMINISTRATOR:

Mr. Zeunik stated the following: I have three items for information this morning. The first is to give all of you an update on where we are in terms of the Law and Justice Center. I have broken this down into four specific areas. The first is the electrical vault. As of yesterday, all of the equipment in the electrical vault, both the Illinois Power equipment and the County equipment has been removed. Today, a final cleaning of the vault is scheduled by the environmental company that is doing the cleaning. The new gear for the vault has been ordered and is expected to ship some time in mid-August. Once the final cleaning is completed, environmental tests will be conducted in the vault area, again to make certain that there are no contaminants in that area. Once that is completed, the electrical vault area can be prepared for new equipment. As far as the exterior work, some of you may have heard that noise coming from the west side of the building. Work on the site plan for the location of the new IP transformers started today. That includes the connections underground back to the vault and also the placement of the concrete pads for the new transformers. Illinois Power has the transformers in their yard in Decatur and they are expected to begin installation immediately after that work is completed. As far as the County offices in this building, cleaning continues on the third and fourth floors and in Court Services. We expect all cleaning to be completed by the end of this week. Environmental testing continues to be done for both air quality and surfaces, specifically desks, tabletops, and air ducts. That will continue as the cleaning process is completed and once the cleaning process is completed, further testing will be done. Renovation work, which needs to be completed on the third and fourth floors and court services, includes replacing all ceiling tiles, replacing all draperies and curtains, and painting of all spaces. Occupancy of these areas is contingent on the renovation work being completed and on the completion of the environmental testing. Lastly, as it affects the old jail, the cleaning of that area has been completed. Environmental testing is currently being processed by the lab, again, testing for air quality and the testing of all surfaces, air ducts. The HVAC system is operable for the old jail. There will be a time necessary to cool the space because we have not had any air conditioning on since the incident in June. The occupancy for the old jail will be contingent on the receipt of the environmental test results and the ability to restore the area to a suitable temperature to move both staff and detainees back to the jail. So, that is where we are at this time. I will be happy to answer any questions. Member Nuckolls asked the following: do we have an approximate date when we can get all the offices up and running? Mr. Zeunik responded: at this time we would anticipate some time in late September when we will be back 100% in all spaces – fully occupied and fully usable.

Mr. Zeunik continued with the following: we put in every Board Member's mailbox this morning a copy of the registration form for the County Employee's Picnic. This is an annual event which occurs a week from Thursday, July 31, 2003 at COMLARA ark. It is a very fun evening. Your family is invited. There is no cost. All of the expenses from the picnic come from the receipts from the vending machines. We would encourage Board Members if you are available that evening to come out to the park. Hopefully, we will have good weather. I have asked Mr. Lindberg to introduce the interns who are working in the County Administrator's office to the Board. As has been our custom, we are very fortunate to have two interns from Illinois Wesleyan who are doing work on the Fiscal Year 2004 Budget. At this time, I would ask Terry to introduce our two interns

and give the Board some background on both. Mr. Lindberg stated the following: we received over 25 applicants from both Illinois State University and Illinois Wesleyan University. We have made our selections and the interns have been with us since early June. I would first like to welcome Tara Soldan. She is a resident of Park Ridge, Illinois. She is starting her senior year at Illinois Wesleyan with a major in public accounting. She has a 3.78 cumulative average on a 4.0 scale and a 3.94 in her major field. Next, I would like to welcome Amanda Thorson. She is from Cornell, Illinois. She will be beginning her junior year in the fall. She has a double major in public accounting and economics as well as a minor in political science. We have done our best to undo all the things she has learned from Professor Renner. She has a cumulative grade point average of 3.96 on a 4.0 scale. Every year they seem to get smarter.

OTHER BUSINESS AND COMMUNICATION:

Clerk Milton stated the following: as we know, HAVA 2002 is requiring a lot of changes in election equipment and procedures in my office. One of the things we are looking at is equipment such as optical scan, touch screen, etc. Tomorrow morning we have an opportunity to have a brief demo from one of the vendors. If anyone is available tomorrow at 9:30 a.m., you are welcome to attend. I am sure I will have many of them throughout the next few months so if you can't make this one perhaps you can make another. I would encourage you to be involved because I believe that HAVA 2002 will change the face of elections.

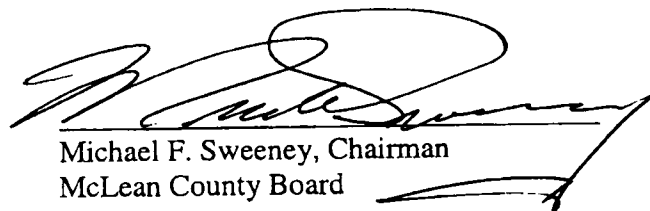
The McLean County Auditor presented the following and recommends same for payment:

MCLEAN COUNTY BOARD COMPOSITE

July 22, 2003

2003 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$369,127.11	\$369,127.11
Finance		\$698,310.13	\$698,310.13
Human Services		\$387,854.18	\$387,854.18
Justice		\$2,263,411.51	\$2,263,411.51
Land Use		\$24,869.43	\$24,869.43
Property		\$1,259,698.64	\$1,259,698.64
Transportation		\$880,194.62	\$880,194.62
Health Board		\$351,098.56	\$351,098.56
Disability Board		\$45,414.06	\$45,414.06
T. B. Board		\$16,568.84	\$16,568.84
Total		\$6,296,547.08	\$6,296,547.08

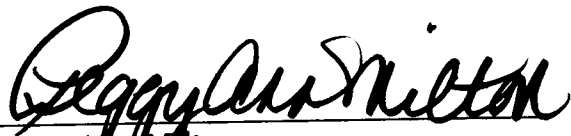

Michael F. Sweeney, Chairman
McLean County Board

Members Moss/Gordon moved the County Board approve the bills as presented, cast unanimous ballot, and authorize Chairman Sweeney to sign them. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Members Owens/Renner moved for adjournment until Tuesday, August 19, 2003 at 9:00 a.m., in the Law and Justice Center, Room 700, Bloomington, Illinois. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Time: 9:42 a.m.

Michael Sweeney
County Board Chairman

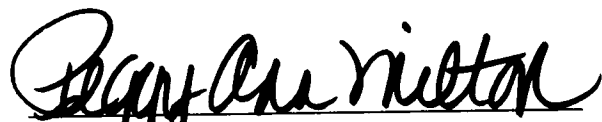


Peggy Ann Milton
County Board Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF McLEAN)

I, Peggy Ann Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true, and correct copy of the proceedings had by the McLean County Board at a meeting held on the 22nd day of July, 2003, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 9th day of August, 2003.



Peggy Ann Milton
McLean County Clerk